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NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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AGREEMENT BETWEEN

THE

**GUILDERLAND CENTRAL
SCHOOL DISTRICT**

AND THE

**GUILDERLAND CENTRAL
TEACHERS'
ASSOCIATION**



FOR THE PERIOD

**JULY 1, 2002
THROUGH
JUNE 30, 2005**

RECEIVED

MAR 07 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

478

AGREEMENT

Made this 1st day of July, 2002 between

GUILDERLAND CENTRAL
SCHOOL DISTRICT

and

GUILDERLAND CENTRAL
TEACHERS' ASSOCIATION

DEFINITIONS as used herein; the term:

District shall mean Guilderland Central School District;

Board shall mean the Board of Education of the District;

Superintendent shall mean the Chief Executive Officer of District.

Association shall mean the Guilderland Central Teachers' Association.

Teachers shall mean all teachers, guidance counselors, social workers, school psychologists, physical therapists and occupational therapists.

Unit members shall mean all parties covered by this agreement.

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ARTICLE I - PREAMBLE

The purpose of the Agreement is to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relations between the Guilderland Central School District (hereinafter referred to as the "District") and the unit members represented by the Guilderland Central Teachers' Association (hereinafter referred to as the "Association"), and to enable the unit members more fully to participate in and contribute to the development of policies for the school district in order that the cause of public education may best be served in Guilderland.

The District and the Association firmly believe that the primary function of the school district is to assure each boy and girl attending the Guilderland Central Schools the highest level of educational opportunities obtainable. The District recognizes that teaching is a profession; the District and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the District and the Association.

We believe that one function of good negotiations should be the improvement of education. Therefore, we believe decisions reached should be in the best educational interests of Guilderland students and widen the scope and interests of the people of the Guilderland Central School District.

We believe that anything that affects curriculum should be a matter of study and research, with both teachers and administrative staff equally involved.

It is recognized that members of this unit require specialized qualifications and that the success of the educational program at Guilderland depends upon the maximum utilization of the abilities of such employees who are reasonably well satisfied with the conditions under which their services are rendered.

It is further recognized that unit members have the right to join, or not to join, the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

In consideration of the mutual covenants herein and hereafter contained by and between the Guilderland Central School District and the Guilderland Central Teachers' Association, it is agreed as follows:

ARTICLE II - RECOGNITION

The District recognizes the Association as the exclusive bargaining agent for all certificated personnel, physical therapists, occupational therapists and registered school nurses in the district except the Superintendent, central

office administrators, building principals, building administrators, department supervisors and district coordinators.

ARTICLE III - GRIEVANCE PROCEDURE

1. Declaration of Purpose: WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and members of this unit is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of unit members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board), and members of this unit are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.
2. Definitions
 - a. **Grievance: (I) (Arbitrable).** Any alleged violation of the application, meaning or interpretation of this agreement.
 - b. **Grievance: (II) (Board).** Any alleged violation of the application, meaning or interpretation of existing personnel rules, regulations, or policies which are not covered by the terms of this agreement but which affect terms and conditions of employment.
 - c. **Aggrieved party** is the unit member or members who submit a grievance or on whose behalf it is submitted by the Association.
 - d. **Supervisor** shall mean any department supervisor, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.
 - e. **Chief Executive Officer** is the Superintendent of Schools.
 - f. **Association** shall mean Guilderland Central Teachers' Association.
 - g. **Party In Interest** shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
 - h. **Grievance Committee** is the committee created and constituted by the Guilderland Central Teachers' Association.

- i. **Hearing Officer** shall mean an individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.
- j. **Grievance Consultant** shall be a person chosen by the Association and the District charged with rendering a recommendation to the Board of Education concerning any grievance under Stage 3
- k. **Arbitrator** shall be a qualified individual selected from the panel submitted by the American Arbitration Association.

3. Procedures:

- a. All grievances shall include the name and position of the aggrieved party, the identity of the provisions of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the parties responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. Except for informal decisions at Stage 1a, all decisions shall be tendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the unit member and the Association.
- c. If a grievance affects a group of unit members and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- d. The preparation and processing of grievances shall be conducted at the earliest practicable time for the parties involved. Classroom activities shall not be interrupted for the purpose of preparation and processing of such grievances.
- e. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- f. Except as otherwise provided in Stage 1 hereof, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- g. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any

representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

- h. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- i. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- j. If any provision of this grievance procedure or any application thereof to any unit member shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- k. The Superintendent shall be responsible for accumulating and maintaining an Official Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two (2) days after the conclusion of hearings at Stages 2, 3, and 4. The aggrieved party and/or the Grievance Committee shall advise the appropriate hearing officer of any alleged errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board but shall not be deemed a public record.
- l. The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided and shall not, in

any manner, impair or limit the right of any unit member to pursue any other remedies available in any other form, except as provided in Stage 3, Type 1, section g. of this procedure.

4. Time Limits:

- a. The time limits specified for either party may be extended only by mutual agreement.
- b. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) school days after the unit member knew or should have known of the act or condition on which the grievance is based.
- c. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- d. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- e. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

5. Stage 1

- a. A unit member having a grievance will discuss it with his/her immediate supervisor with the objective of resolving the matter informally. The supervisor will confer with all parties in interest with the aggrieved party present. If resolved at this level, the supervisor shall report orally to the building principal.

If the grievance has not been resolved, the aggrieved party, his/her immediate supervisor, the building TALC committee and the building principal shall meet with the objective of resolving the matter informally.

- b. If the grievance is not resolved informally, it shall be reduced in writing and presented to the building principal. The building principal shall render a decision thereon in writing and present same to the aggrieved party within four (4) days of the receipt of the written grievance.

Stage 2 - Superintendent

- a. If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, and wishes to proceed further under this grievance procedure, the unit member shall, within two (2) school days, present the grievance to the Association Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within ten (10) school days after the unit member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within five (5) school days after receipt of the appeal, the Superintendent or his duly authorized representative, shall hold a hearing with the unit member and the Grievance Committee or its representative and all other parties in interest.
- d. The Superintendent shall render a decision in writing to the unit member, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

Stage 3 - Type I Grievance

- a. If the aggrieved party is not satisfied with the decision at Stage 2, he/she may submit the grievance to arbitration by filing written notice to the Grievance Committee within five (5) days after receipt of the decision at Stage 2.
- b. Within ten (10) days following receipt of the written notice, the Grievance Committee may submit the grievance to arbitration by written notice to the American Arbitration Association. A copy of such request shall be forwarded to the Superintendent and the President of the Association.
- c. The parties shall be bound by the rules of the American Arbitration Association.
- d. The decision of the arbitrator shall be final and binding upon the parties.
- e. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision regarding the denial of tenure, which requires the commission of an act prohibited by law, or which violates the terms of this agreement, nor shall the arbitrator have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this agreement. The decision of the arbitrator shall be binding.

- f. The cost for the services of the arbitrator will be borne equally by the Board and the Association.
- g. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

Stage 3 - Type II Grievance

- a. If the aggrieved party and/or the Association are not satisfied with the decisions at Stage 2, the Grievance Committee may, within five (5) school days, request the Superintendent of Schools to forward a complete copy of the Grievance Record to the grievance consultant.
- b. The consultant shall be designated for a term concurrent with the term of this Agreement by the Association and the Board.
- c. The duties of the consultant shall be to review all proceedings to date and to make a recommendation to the Board. A copy of such recommendation shall be forwarded to the Association and entered in the minutes of the Board.
- d. The recommendation of the Consultant shall be rendered not later than five (5) school days after receipt of the Grievance Record.

Stage 4 - Board of Education

- a. Within ten (10) school days after receipt of the recommendations of the consultant, the Board or a committee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- b. Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

ARTICLE IV - TEACHERS' AND ASSOCIATION RIGHTS

ASSOCIATION RIGHTS

- 1. The District agrees to deduct from the salaries of unit members dues for the Association, as said unit member individually and voluntarily authorize, and to transmit the same promptly to the Association following the third, sixth, ninth, twelfth, and the final deduction. Authorizations will be in writing in the form provided by the Association.
 - a. The Association will certify to the District, in writing, the current rate of the membership dues of the Association. The Association will give the District thirty (30) days written notice prior to the effective date of any such change.

- b. Dues deductions will be made in fifteen (15) equal, consecutive installments during the school year, beginning with the second pay day in October. The District will not be required to honor for any month's deductions any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.
 - c. No later than November 1st of each year, the District will provide the Association with a list of those employees who have voluntarily authorized the District to deduct dues for the Association. The District will notify the Association monthly of any changes in said list.
 - d. The District agrees that it will not accord dues deductions or similar check-off rights to any other organization purporting to represent members of the unit represented by the Association.
 - e. The District agrees to deduct from the salary of unit members who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association. The Association affirms that it has adopted and implemented any procedure for refund of agency fee deduction required by law. This provision for agency fee deduction shall continue in effect so long as it is legal in New York State and the Association maintains any and all procedures required by law. The agency fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this article of the agreement.
 - f. The district agrees to provide through voluntary payroll deduction the NYSUT Benefit Trust option and the VOTE-COPE option so long as the district's payroll system and administrative responsibility can accommodate this option.
2. Upon request made a reasonable time in advance, the Association shall be permitted to use school buildings for Association meetings as long as such use does not conflict with other scheduled usage of the buildings or parts thereof. The Association shall pay the District for the use of school buildings at the same rates as paid by other community organizations.
3. Designees of the Association, upon notifying their building principals, shall be permitted to engage in Association business during lunch periods, preparation periods, and other periods during the professional service day when they have no student supervision responsibilities. This privilege shall be made available to no more than four (4) district-wide officials of the Association and one additional designee in each building. The President of the Association shall notify the Superintendent of the designees by September 15th of each school year.

4. a. The President of the Association, subsequent to his/her election and prior to the close of the school year of election, with the building principal and/or other appropriate administrative personnel, shall arrange a schedule to provide the Association President with time to attend to the responsibilities and duties of office. The amount of time to be provided shall be the equivalent of an instructional period (i.e. approximately 50 minutes per day). The President and administrative personnel shall arrange such schedule that will provide a reduction in assignment that is satisfactory to both parties.
- b. The President of the Association and his designee will be granted a total of eight (8) days leave per school year without loss of pay or leave credits to pursue Association business provided that neither individual shall receive more than five (5) days leave per school year. Requests for such leave will be given to the building principal involved at least 24 hours in advance of the time the leave is to be taken. The Association shall reimburse the District for the cost of any substitute teacher.
5. The elected delegates to the New York State Teachers' Retirement System and/or the New York State United Teachers Representative Assembly and/or the New York State AFL-CIO and/or the AFL-CIO and/or the AFT shall be granted leave without loss of pay or of personal or sick leave to attend their respective annual delegate meetings. The GTA shall reimburse the District 100% of the substitute costs of those representatives attending the New York State AFL-CIO and AFL-CIO meetings.

B. UNIT MEMBER RIGHTS

1. No unit member shall be coerced into joining any professional organization.
2. No reprisal shall be taken against any unit member for Association activities.
3. A unit member involved in a disciplinary action will not be subjected to reprimand in the presence of anyone other than the Superintendent, the unit member's building principal and/or department chairperson. A unit member may have a representative of the Association present at such meetings if the unit member so desires.
4. Unit member(s) will have the right, upon request, to review and make copies of their personnel files which relate to the local evaluations of their professional performance. A unit member will be entitled to have a representative of the Association accompany him/her during such review.

5. Each unit member shall receive a copy of his/her annual evaluation form signed by his/her principal and department supervisor and any administrator participating in the observation or conference.
6. Every retiree will be given an opportunity to complete an exit interview and, if requested, will be provided an opportunity to meet with the Superintendent or his designee.

ARTICLE V - ACADEMIC FREEDOM

The District and the Association agree that effective teaching is best promoted when each teacher is free to pursue in his/ her class the most effective teaching possible within the accepted and established educational program of the District. Therefore, the District will guarantee to all teachers the most reasonable degree of academic freedom within this established program.

ARTICLE VI - BUILDING TEACHER-ADMINISTRATOR LIAISON COMMITTEE

1. Each principal shall establish a T.A.L.C. This committee shall consist of the principal and
 - ▶ in the elementary schools: four (4) unit members -- two (2) unit members chosen by the principal and two (2) unit members chosen by the building teaching faculty;
 - ▶ in the Middle School, six (6) teachers -- three (3) chosen by each;
 - ▶ in the High School, eight (8) teachers -- four (4) chosen by each.
 - ▶ An effort will be made to establish broad faculty representation.
2. The function of the Teacher-Administrator Liaison Committees shall be to assist in maintaining good communication between the principal and his/her faculty, and to make effective recommendations to the building principal for solving problems as they arise.
3. Meetings of the Committee shall be arranged at a mutually agreeable time following a request by any committee member.
4. A Teacher Consultant committee consisting of one (1) unit member from each building appointed by the Association Representative Council and the President of the Association and/or his designees shall meet with the Superintendent to discuss areas of mutual interest.
5. There shall be an advisory committee to consult with the District's administrator for programs for the handicapped relative to procedures in implementing the District's program for the handicapped. The committee shall consist of the District's designated

administrator for programs for the handicapped, one member chosen by the Association, one member chosen by the District's Committee for Special Education and one member chosen by the District.

ARTICLE VII - TEACHER CERTIFICATION

Unit members must be properly certified and/or licensed as required by the State of New York.

ARTICLE VIII - TENURE APPOINTMENT

1. Teachers who complete satisfactory probationary service in one tenure area shall be eligible for tenure appointment.
2. Probationary teachers shall be informed of action taken regarding tenure appointment by the board no later than April 1st. In those instances in which the probationary term terminates during the school year, notification shall be not less than 90 calendar days prior to the end of the probationary period.
3. If a probationary teacher is denied tenure, the reason for such denial shall be given him/her orally or in writing if requested by the probationary teacher.
4. A tenured teacher may be dismissed or otherwise disciplined only for the reasons specified in the New York State Education Law (Section 3020-a and 3013).

ARTICLE IX - REDUCTION OF UNIT POSITIONS

- A. The district shall adhere to the New York State Education Law and/or the State Commissioner of Education Rules and Regulations when reducing positions within the unit.
- B. If and when the District should find it necessary to eliminate school nurse positions, it shall apply the following criteria in identifying those school nurses whose employment is to be terminated.
 1. Part-time (less than 7.5 hours per day) school nurses with the shortest period of service,
 2. Full time (7.5 hours per day) school nurses with the shortest period of service.

ARTICLE X - EVALUATION

Teachers shall be evaluated in accordance with the procedures contained in Teacher Evaluation-Procedures For An Effective Supervisory Program dated September 30, 1974 as amended. (See Appendix B.)

School nurses shall be evaluated annually by the building principal in accordance with the appropriate form (See Appendix C).

ARTICLE XI - PROFESSIONAL IMPROVEMENT

1. In-service training in the school district shall be of two types:
 - a. Training requested by the District of a unit member.
 - b. Training elected by a unit member.
2. In the case of requested training, any unit member may be requested by his/her principal to participate in not more than 12 clock hours of training per year which is related to students, materials, courses taught, local curriculum changes, or problems encountered in teaching.
3. In the case of training programs and activities selected by a unit member, this professional improvement activity may consist of:
 - a. One visitation day per year, without loss of pay, providing a visitation plan has been arranged between the unit member and his/her supervisor or principal, approved by the latter in writing, using the appropriate form, and providing a written report following such visitation is duplicated by the unit member and circulated among other appropriate staff. A unit member will be compensated for reasonable travel and meals. No more than 5% of the unit members in the District shall be granted a visitation day in any school year provided, however, that such 5% figure shall not include unit members requested or required by the District to make such a visitation.
 - b. In-service courses arranged by the District following twice-annual polling of unit members as to topics, themes, and leadership desired. Such courses shall be operated whenever twelve or more unit members enroll.
 - c. Independent research projects which relate to District plans, projects, or problems and which are approved by the Superintendent and/or his designee.
4. Compensation for elected and requested in-service training shall be as follows: Salary credit shall be awarded for both types of in-service training on the basis of one credit per twelve clock hours of participation in training.
5. Upon the decision to have a district-wide professional workshop day, a committee shall be chosen by the Association and Superintendent, and shall be representative of unit members, supervisors, and administrators. In areas of disagreement, representatives chosen by the Association and those chosen by the Superintendent shall cast an equal number of votes. Expenses of speakers and/or consultants shall be shared equally by the District and the Association up to \$500.00 each.

6. Summer Professional Improvement

- a. A full time permanently certified and tenured employee represented by this agreement may be eligible for a stipend for professional improvement during the summer. Under normal conditions, no individual would be eligible for more than three stipends in any ten-year period.
- b. Application must be made in writing by December 15 preceding the summer for which the stipend is awarded.
- c. The Superintendent of Schools shall establish the appropriate application procedure.
- d. A committee comprised of the Superintendent and two members selected by the Superintendent and two teachers recommended by the Association will review all applications, make determinations, and submit its recommendations to the Superintendent by February 15. Candidates recommended to the Board of Education will be notified of recommendation by March 10. The candidates will be informed of the Board of Education's decision not later than one week following voter approval of the budget.
- e. Proposals for stipends will be for two, four, or six weeks compensated at the summer per diem curriculum rate pro rata.
- f. The Board of Education will annually determine whether funds will be provided for the above stipend.

6. Sabbatical Leave

Any unit member who wishes to apply for a sabbatical leave, may do so by submitting his/her request in writing to the Superintendent of Schools or his designee by December 1 of the previous school year. A unit member who submits a request for sabbatical leave is expected to include with the application a proposal for compensation for the period of the leave. Approval of such request will be solely at the discretion of the Superintendent and the Board of Education.

ARTICLE XII - PROFESSIONAL CONFERENCE ATTENDANCE

1. An appropriation of \$10,000 per school year for attendance by unit members at professional conferences shall be allocated pro rata among the schools in the district in accordance with the number of unit members in each school.
2. Remuneration for conference expenses, or expenses of unit members on other types of approved travel, shall be made only after submission by the teacher to

the Superintendent of a "Travel Expense Record" with required vouchers or receipts attached.

3. Each unit member, upon return from an approved conference, shall complete a "Conference Report" and submit the same to his/her department chairperson in the secondary schools or to his/her principal in the elementary schools.
4. No unit member will be required to attend any conferences against his/her will.

ARTICLE XIII - MILEAGE EXPENSES

All mileage expenses incurred while on approved school business shall be compensated at the per mile Internal Revenue Service rate as of July 1 of each contract year.

ARTICLE XIV - TEACHER RESPONSIBILITY

1. Teachers will plan educational experiences for pupils keeping in mind the needs of each pupil in his/her charge.
2. Part of a teacher's responsibility is attendance at faculty meetings, committee and other professional meetings. After school conferencing with parents upon reasonable request and reasonable notice is expected.
3. Attendance at Parent-Teacher Open House is an expectation and a part of a teacher's responsibility.
4. Each teacher shall make contact with a parent whenever any substantial fall-off in a pupil's performance or achievement occurs, to inform parents of the situation and consult with them toward cooperative action to remedy the situation. The criteria to be used in determining when substantial fall-off in a pupil's performance or achievement has occurred shall be those established by the building cabinet and/or as reflected in the building handbook for teachers.

ARTICLE XV - TEACHER ASSIGNMENT

1. Teachers will be notified in writing of their grade level and/or subjects and classes they teach not later than August 1. Subsequent changes may be made by the building administrator after consulting with the subject supervisor and the affected teacher(s).
2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certification.

3. Whenever possible, a competent substitute teacher will be employed to replace any full time teacher who is absent for a full day. Substitutes may be hired at the District's discretion for the following areas:

(1) guidance, (2) speech, (3) learning workshop, (4) instrumental music, (5) library, (6) vocal music.

4. It will be the responsibility of the teacher to organize lessons or activities to make the period covered by the substitute teacher a meaningful experience for the children.

5. When a competent substitute cannot be employed at the secondary school level and when the teacher is asked by the building administrator to instruct a class during a teacher's regular planning period, the teacher so covering a class will be paid at the following rate:

2002-03 - \$30.24 per hour

2003-04 - \$31.71 per hour

2004-05 - \$33.28 per hour

ARTICLE XVI - TRANSFERS

1. A unit member may request transfer to another school by submitting a written request containing reasons for such request, directly to the Superintendent. In evaluating such request, among other things, consideration will be given to:

- a. The maintenance of a balanced staff in each school;
- b. The fact that probationary teachers are expected to complete their probationary period in the school to which originally assigned;
- c. The wishes of the unit member;
- d. Fulfillment of the educational objectives of the school;
- e. The recommendation of the Building Principal to which transfer is being requested;
- f. Length of service with the school system; (This factor shall be controlling where all other factors are substantially equal.)
- g. Date of request for transfer;
- h. Reason for transfer.

2. The Superintendent shall advise the Association in writing, monthly, of the existence of vacancies, if any.

3. It is desirable that transfers and changes in assignments be on a voluntary basis whenever feasible. In making involuntary transfers and/or

changes in assignments, the preferences of the unit member shall be honored whenever educationally feasible. Unit members who are being considered for transfer from one building to another will be notified of such consideration and provided an opportunity to discuss the transfer with the principal before a recommendation is submitted to the Superintendent of Schools.

4. A unit member may withdraw a request for transfer or change in assignment within ten (10) days of date of application without prejudice.
5. Staffing New Schools:
 - a. Proper notice will be given to all unit members listing all available openings and necessary qualifications.
 - b. Unit members previously indicating a desire for transfer from their present assignment shall be given due consideration for assignment to the new buildings.
 - c. Teachers considered for transfer to new schools will be contacted personally by the building principals and given an opportunity to discuss the grade level and subject area of his/her new assignment.
 - d. Under normal circumstances, a transfer will not be approved until the principal is named.

ARTICLE XVII - TEACHER LOAD, HOURS, DUTIES

1. Elementary Schools:

- A. The professional service day of all unit members at the elementary level (K-5) shall be seven hours and twenty minutes.
- B. Each unit member will be assigned not less than two hundred minutes per week of planning time.
- C. With regard to the time available after the close of the student day but before the close of the teacher day, one day each week will be designated for required meetings by the building principal. The remainder of this time, with the exception of meetings and/or activities involving parents or students which shall be scheduled when needed, may be utilized for lesson preparation, unit planning, grading of papers, attending meetings which are voluntary* in nature, parent meetings, helping students and/or for other such activities at the discretion of the individual classroom teacher.

This provision shall be implemented on September 1, 2002 and shall remain in effect on an experimental basis until June 30, 2004. In the

event either party gives notice to the other prior to June 30, 2004, such provision shall be reopened for negotiations during the 2004-05 school year. Absent such notification, this provision (Article XVII, 1, C) shall become a permanent part of the agreement.

During any negotiations required by this provision of the agreement, both the officers of the Association and members of the DOT shall assist a joint committee of elementary teachers and principals in resolving any and all problems giving rise to the notification set forth above. Unless resolution of all such problems is achieved and agreed to by the parties, this provision shall sunset and shall become null and void. In such event, the parties agree that there shall be no triborough rights after June 30, 2005

*Note: Meetings for which classroom teachers receive stipends are excepted from this provision.

- D. With the exception of when a class is involved in a library period, elementary school teachers will be free from classroom duties whenever a special teacher assumes responsibility for the class. Teachers may, however, be required to attend necessary conferences during this time for as long as the planning time provisions at the end of the student day (Article XVII, C) remains in the Agreement.

2. Middle School:

- A. The professional service day of all unit members at the middle school level (6-8) shall be seven hours and forty-five minutes.
- B. Each unit member will be assigned not less than one planning period per day the length of which shall be equal to the length of an instructional period.
- C. Core-subject classroom teachers at this level are assigned during a nine period day the following: five instructional classes (including tutorial), a team planning period, a personal planning period, a non-instructional student supervision period and an activity period.
- D. Other teachers at this level may be assigned, unless otherwise agreed by the teacher, no more than six assignments during a nine period day, five of which may be instructional.
- E. Modifications in the above may occur to accommodate block scheduling which will result in an equivalent schedule either daily or over a two day period.

3. High School:

- A. The profession service day of all unit members at the high school level (9-12) shall be seven hours and forty-five minutes.
- B. Each unit member will be assigned not less than one planning period per day the length of which shall be equal to the length of an instructional period.
- C. Under the block schedule format, except as noted in D below, teachers may be assigned over a two day period no more than five instructional classes and a non-instructional student supervision period.
- D. The teaching assignment for English teachers is four instructional classes and a non-instructional student supervision period.

Any English teacher whose student load based on four (4) instructional class assignments is less than 105 pupils as determined by projected enrollments and preliminary computer run utilized to build each semester's schedule, may be scheduled a fifth instructional class. Final assignments for English teachers will be communicated according to the contract.

When enrollments exceed 105 during the first semester the teacher(s) affected will have his/her assignment reduced to four instructional assignments or be compensated for the fifth instructional class. The need will be determined by the last Friday in September and the remedy accomplished by the first school day of the second week in October.

When enrollments exceed 105 during the second semester the teacher(s) affected will have his/her instructional assignments reduced to four such assignments or be compensated for the fifth instructional class. The need will be determined by the end of the first full week of the second semester and the remedy accomplished by the first day of the third week.

- E. The High School extended detention program is a voluntary activity with teachers selected from a school-wide canvass of unit members.

Such activity will be compensated at the rate of \$23.80 in 2002-03, \$24.95 in 2003-04 and \$26.19 in 2004-05

Volunteer teachers will be rotated on a weekly basis while responsibilities will be as follows:

- 1) Student attendance;
- 2) Maintain order;
- 3) Refer students to work materials in the room and assist with work where possible;

- 4) Cooperatively, with the assistant principal, suggest intervention activities that would be implemented in this setting;
- 5) Make recommendations regarding procedures and practices.

4. All Levels:

- A. Unit members shall be provided with a duty-free lunch period of thirty minutes.
- B. During the time which constitutes the official school day for each building, unit members may be assigned duties including maintenance of attendance records and other home-room related functions, as well as supervision of corridors, assemblies, bus loading and other such non-instructional student supervision assignments.
- C. At the secondary level (6-12), supervision of the cafeteria or supervision of outdoor student use areas is limited to a half-year assignment and may not be assigned in two consecutive years. Such assignment, if given, constitutes the 6th non-instructional student supervision period.
- D. Guidance counselors may be assigned up to an average of five hundred students at the middle school and three hundred fifty students at the high school.
- E. Each library will be staffed with one full time librarian for each six hundred students or a major fraction thereof. The parties agree that for librarians assigned to the high school, the sidebar agreement reached on April 1, 2002 shall continue in effect for the period during which the high school organizes on a 4-day rotating block schedule in which there are no student study hall periods.
- F. At the secondary level, in any case where the daily instructional load at the middle school or the two-day instructional load at the high school is less than one hundred students, the district shall have the right to assign one additional instructional period in lieu of a non-instructional student supervisor period.

**ARTICLE XVIII - CO-CURRICULAR PROGRAMS
AND OPPORTUNITIES FOR PUPILS**

Each elementary school and secondary school faculty, house, or department staff, in cooperation with the principal, shall assume responsibility for organizing and maintaining an increased program of club and other co-curricular informal learning opportunities for pupils in each school. The participation of any unit member in these activities will be voluntary.

ARTICLE XIX - CLUSTERING, INTER-AGE GROUPING, CLASS SIZE

1. The present clustering and/or inter-age grouping projects may be extended. Teacher involvement shall be on a voluntary basis. In no event shall the introduction of such projects result in the termination of a teacher.
2. Except in those classrooms where the above projects are underway, an attempt will be made to maintain class size as follows:
 - a. Elementary (K-5) 20-30 pupils
 - b. Middle School (6-8) 20-30 pupils
 - c. High School (9-12) 15-30 pupils
 - d. Secondary Physical Education Classes: no more than 35 pupils. The average class size for any individual teacher shall not exceed 32.
3. At such time as the average class size in a particular building, based upon enrollment as of the last Friday in September, exceeds 24 in Kindergarten, 25 in Grade 1, or 26 in each of Grades 2 and 3, a teaching assistant shall be employed to assist the teacher or teachers of the grade level in excess of such average on the basis of one (1) aide for each two (2) classes and on the basis of two (2) hours availability in the forenoon and two (2) additional hours availability in the afternoon, the deployment of which teaching assistant(s) shall be with the concurrence of the teacher or teachers of the same grade level and the building principal, lacking such concurrence, shall be at the direction of the building principal.

ARTICLE XX - VACANCIES AND PROMOTIONS

1. All vacancies in promotional positions, including specialists and/or special project teachers and positions in programs funded by the Federal Government, shall be posted in every school clearly setting for the description of and the qualifications for the position including the duties and salary. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted, and in no event less than ten (10) school days before such date.
2. Teachers who desire to apply for a promotional position which may be filled during the summer vacation period shall annually, on the last day of instruction, submit their names to the Superintendent, in writing, together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Superintendent shall notify

such teachers of any vacancy in a position for which they desire to apply. The job description, etc., outlined above shall be given in the same manner except that notices of such vacancies shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted, and in no event less than fourteen (14) days before such date. In addition, the Superintendent, within the same periods, shall post a list of promotional positions to be filled during the summer vacation period on a bulletin board at the administration offices and shall send such list of positions to the President of the Association.

3. All candidates will receive written notification of the appointment decision.

ARTICLE XXI - SERVICE YEAR AND CALENDAR

1. Annual School Calendar

The annual school calendar for the school years covered by this agreement shall be established by the District by May 30th of the preceding school year. The calendar for each year shall contain the following:

- a. 183 days of instruction.
 - b. Two (2) scheduled superintendent conference/preparatory meetings.
 - c. Provision for a school holiday(s) contingent on the use of snow/emergency days. The format for such a school holiday(s) shall be described in the annual calendar.
 - d. The District shall consult with the Teacher Consultant Committee each year prior to the formulation of the new calendar to discuss the distribution of days in such calendar.
2. Up to three additional teacher work days may be added between September 1 and June 30 (traditional recess days will not be used):
 - a. The additional days will be used for in-service/professional development related to standards, mandates, priorities, curriculum, etc. There will be no student contact during these additional days.
 - b. A committee of unit members and administrators will meet to develop a plan for the use of these days with the final decision on the use to be the District's.
 - c. The designation of the additional days will be determined at the time the new school calendar is developed with the understanding that if the days established must be used for student and/or

teacher contractual days due to emergencies including excessive snow days, the additional days will be moved to the next available work day.

- d. The District will determine by June 15 of the preceding year if any unit member(s) will not be required to attend one or more of the additional days. Unless so determined, all unit members will be expected to be available for these days. Unit members absent for legitimate reasons approved by the Superintendent will not be paid and may not use sick or personal leave.
- e. The length of the work day for these days will be six hours and 30 minutes including sixty minutes for lunch.
- f. Unit members will be paid at the rate of .005 of step three of the teachers salary schedule.

ARTICLE XXII - LEAVES: SICK LEAVE

1. Unit members shall be entitled to fifteen (15) days of personal sick leave each school year with full pay as of the first official day of said school year.
If a unit member's employment terminates before June in any employment year, she/he shall refund to the school district any paid sick leave s/he may have received in excess of the number of days of sick leave to which she/he is entitled, on the basis of one and one-half days per month.
2. Unused sick leave shall be cumulative to three hundred fifteen (315) days.
3. Effective July 1, 2003, unit members who have completed 15 years of service to the District may elect to return to the district a single block of fifty (50) unused sick days at a rate of \$50 per sick leave day provided that the member's accumulated leave does not fall below 180 days. Unit members may make this one-time only election at the end of their 15th year of service prior to being credited with their sick leave entitlement for their 16th year. Payment for this option, if selected, will be made in accordance with Section 8 (below).
4. A unit member may be requested by a building principal or other immediate supervisor to furnish a doctor's certificate for illness lasting five days or longer, at District expense.
5. A unit member on sick leave for more than fifteen (15) successive days may be required by the District to periodically provide medical certification of his/her inability to report to work. Such certification may, at the discretion of and cost to the District, include the submission of medical records by the physician or medical facility treating the teacher providing the teacher authorizes such, and examination by a physician appointed by the District, or such other certification as may be appropriate. Failure by a

teacher to provide such acceptable medical certification shall constitute a basis for the District to terminate the use of sick leave and consider further absence as unauthorized leave without pay.

6. New unit members with previous experience will be granted two (2) days additional personal sick leave days for each year of credited experience up to twelve (12) years.
7. Returning unit members will be notified, not later than October 1st of each year, of the number of accumulated sick leave days credited to their record as of the previous July 1st.
8. A Sick Leave Bank has been established for members of this unit (See Appendix A).
9. Unused Sick Leave Retirement Benefit

Effective July 1, 2002, unit members will receive \$80.00 per day, up to a maximum of 200 days, for each day of accumulated sick leave as of the completion of the last year of service. In addition, for unit members who have accrued more than 200 days of unused sick leave, such unit member may receive \$2500.00 for additional blocks of 50 days to a maximum of 2 blocks (100 days) for a maximum unused sick leave retirement benefit of 300 days. In order to qualify for these benefits, the unit member must:

- A. Submit a letter of resignation for the purpose of retirement no later than February 1 of the last year of service, and
- B. Have completed no less than twelve (12) years of Guilderland service by the end of the last year of service.

Cash payment may, at the District's option, be deferred until September of the school year following retirement.
(See also Appendix F)

ARTICLE XXIII - LEAVES: FAMILY AND PERSONAL DAYS

1. Personal leave with full pay shall be granted to unit members upon submission of request in accordance with the provisions stated below.
2. Unit members are required to apply for personal leave at least 24 hours in advance of the commencement of same, to the principal or the Superintendent's designee, except in extenuating circumstances.
3. In cases where there is a demonstrable pattern of single or multiple days of absence, it shall be the right of the principal to request an explanation by the unit member of his/her absence and such additional evidence as the unit member may reasonably be

expected to provide to substantiate the reason for his/her absence. Refusal by a unit member to explain his/her absence, and/or provide reasonable documentation to substantiate his/her explanation, may be considered a reasonable basis for loss of compensation for the day(s) in question, subject to review under the grievance procedure.

"Type A" Personal Leave

Personal leave at full pay will be allowed for the following reasons with no accumulation toward sick leave:

- a. Death in the immediate family. Immediate family is defined as parents, spouses, sons, daughters, aunts, uncles, nieces, nephews, parents, or grandparents of both spouses or brothers and sisters of both spouses, foster parents and foster children. Not to exceed five (5) days.
- b. Death of a friend or relative other than the immediate family, not to exceed one (1) day.
- c. Serious illness in the immediate family not to exceed five (5) days.
- d. Legal business and court action not to exceed two (2) days.
- e. Religious holidays not to exceed four (4) days.

"Type B" Personal Leave

1. Personal leave for the transaction of urgent personal business will be granted not to exceed three (3) days in each school year, for which no reason need be given, subject to the provisions stated below. However, a personal leave day shall not be granted for the day preceding or the day following holidays or vacations except at the discretion of the Superintendent, and in which case, the reason for the requested leave must be specified in advance. Unused Type B leave will be credited to accumulated sick leave. The Superintendent may grant additional "B" leave to a unit member with no less than 15 years of district service. A unit member may receive this benefit as a one-time-only leave during the term of his/her employment in the district. It is intended to be used for activities such as matrimony and graduation in the immediate family.
2. Bona fide reasons for personal leave Type B will be:
 - a. Financial business which cannot be conducted at other times.
 - b. Ethnic observances of national significance, with prior written approval of the Superintendent or his designee.
 - c. Instances beyond the control of the person involved (i.e. weather, accidents).

- d. Other personal business including Consultation with lawyers.
- 3. Non-allowable reasons for which full pay will not be allowed under Type B leave will be:
 - a. Recreation;
 - b. Substitution of personal days for sick days;
 - c. Shopping;
 - d. Attendance at a conference with a spouse who is also employed by the school system. Both may attend only if both have been approved as official representatives of the school district at the conference.
- 4. Due to extenuating circumstances, and at the request of the unit member, additional days will be granted under the leave for death in the immediate family and for serious illness in the immediate family, and these days will be deducted from the accumulated sick leave.

ARTICLE XXIV - LEAVES: PARENTAL LEAVE

Parental leave shall be granted to unit members for a maximum of two (2) years without pay. Application for parental leave must be made in writing at least two (2) months prior to the inception of the leave. Parental leave shall also be granted upon appropriate application for the purpose of legal adoption.

Resumption of duty may coincide with the beginning of a school year or semester. All unit members on parental leave must notify the District by February 1 whether they will resume duty on the following September 1, and by September 1 whether they will resume duty at the beginning of the second semester.

ARTICLE XXV - LEAVES: PERSONAL LEAVE OF ABSENCE

Personal Leaves

- 1. Upon approval by the Superintendent, leaves of absence without pay will be granted to unit members on tenure or permanent status for a period not to exceed one (1) year, with renewal not to exceed one (1) additional year for professional improvement (attendance at an institution of higher education), travel in the teacher's field of instruction, health, or other approved reasons.
- 2. A unit member on approved personal leave must notify the Superintendent no later than February 1st of the year of his/her leave as to his/her intention to return or to terminate his/her employment. Should such notification not be received by the Superintendent, employment will be considered terminated.

3. A unit member granted personal leave may, if he/she so elects, at his/her sole cost and expense, participate in the district's group insurance programs during the leave period. A teacher granted personal leave for professional improvement or travel, on return, shall be reimbursed for premium contributions made during leave and receive salary as if service were continuous.

Jury Duty

Time required for jury duty will be considered outside of the personal leave category and no salary will be deducted. Fees received for jury duty will be refunded to the school district less documented and reasonable expenses for meals and travel not to exceed the received amount for jury duty.

ARTICLE XXVI - TEXTBOOK SELECTION

1. A textbook is defined as any book of which ten or more copies are to be purchased for classroom use in any building, other than library reference books.
2. The Superintendent or his/her designee shall set up a long-range calendar for periodic evaluation of all textbooks presently in use, by grade and/or subject. She/he shall also develop evaluation instruments for use by a staff in comparing the merits of alternate books available on the market in light of local GCSD instructional objectives, curricula, pupil needs, and horizontal and vertical program articulation. No textbook shall be purchased which has not been screened through this process of materials evaluation.
3. She/he shall appoint separate committees consisting primarily of classroom teachers involved in use of a particular book to be evaluated, who will engage in this professional study under the leadership of supervisors and or principals.
4. The textbook selection procedure will be completed within six weeks of the original request for review.
5. When committee studies have been completed, and the titles and quantities of books desired are known, the Superintendent or designee shall formulate his/her recommendations, and the Superintendent shall bring to the Board textbook adoption decisions to be made and appropriations needed.
6. If, at any time during the textbook selection review process, a book is not recommended for approval, the reasons for the rejection shall be submitted in writing to the members of the appropriate committee.

ARTICLE XXVII - CURRICULUM DEVELOPMENT PROJECTS

A. Summer Projects

The purpose of this section is to provide a process for teacher input before recommendations are made to the Board of Education concerning the expenditure of funds for summer curriculum development.

The Board of Education reserves the right not to restrict its funding to those proposals recommended and/or processed through a committee as described below:

1. Proposals for summer curriculum work to support curriculum development shall be submitted to the Superintendent or his/her designee no later than February 1st. Procedures for submitting proposals shall be developed by the Superintendent or designee and reviewed annually by the committee referred to in #2.
2. The Superintendent or designee, in reviewing proposals, shall consult with a committee consisting of the following: A committee of eight (8) teachers (one selected by each of the elementary and two selected by the Middle and High School building faculties) and two (2) principals (each appointed by the Superintendent).
3. All teachers whose teaching will be affected by an approved proposal shall be afforded the opportunity to participate in initial planning and design (and pre-implementation orientation) of the revised curriculum.
4. Those teachers who have submitted plans for summer projects will be notified in writing by March 15th of the recommendations of the selection committee. Notification of recommended projects will include the numbers of days for which the project has been recommended by the committee.
5. Final recommendations for proposals to be implemented shall be made by the Superintendent to the Board. (Funds for financing approved projects will be included in the budget presented to the voters.)
6. Teacher participants shall be recommended by the Superintendent to the Board and when appointed shall be compensated at the daily rate. The daily rate shall be .005 of Step 3 of the previous year's salary schedule.

B. General

The District recognizes the value of teacher participation in curriculum development matters generally, and will seek to foster such participation.

ARTICLE XXVIII - STUDENT DISCIPLINE

A. General

Since a positive classroom climate generally leads to appropriate pupil behavior, continuous attention must be given to the development of positive teacher attitude toward pupils. This should be an ongoing part of individual school building teacher development programs. Punishment of students should be regarded as a means of improving pupil behavior and should be evaluated in that light.

Teachers are granted the right and have an obligation to be responsible for proper behavior and conduct of students. This right and responsibility includes the right to discipline and or impose punishment on pupils for acts of disobedience, defiance, trespass upon the rights of other pupils, or for the use of profane or obscene language, or acts of intentional damage to school property wherever and whenever such acts occur on school property or within school jurisdiction.

Offending pupils may be punished in any of the following ways:

1. Exclusion by the Board of Education;
2. Suspension by the building principal;
3. Reasonable detention;
4. Deprivation of privilege.

It is the responsibility of a teacher who has administered serious punishment to promptly notify the appropriate administrator.

B. Corporal Punishment

The use of corporal punishment is prohibited. The use of reasonable force is permitted when other means fail for the following reasons:

- ◆ to protect oneself from physical injury.
- ◆ to protect another pupil or teacher or any other person from physical injury.
- ◆ to protect the property of the school or others.
- ◆ to restrain or remove a pupil whose behavior is interfering with the orderly performance of school district functions, if that pupil has refused to comply with a request to refrain from further disruptive acts.

ARTICLE XXIX - INSURANCE

A. Health Insurance

1. Rate of Contribution

The District shall pay eighty percent (80%) of the premium cost for individual, two person or family enrollment.

2. Review of Plan

A committee headed by the Superintendent or his/her designee and consisting of representatives appointed by each employee bargaining unit in the district will review the health insurance program in the Fall and Spring to make recommendations to the Board of Education as to the best program for the District and its employees.

3. Health Insurance for Retirees

A. The District will pay 80% of the premium cost for the individual, two-person or family enrollment provided that:

- 1) The retiree was a member of the plan during the last year of service.
- 2) The retiree had no less than twelve (12) years of District service prior to retirement.

B. Should the retiree predecease his/her spouse, the surviving spouse may continue participation in the health insurance program at the same level of District contribution afforded the retiree.

B. Life Insurance

1. The District shall purchase a level term life insurance policy with a value of fifty thousand dollars (\$50,000). Terms and benefits are described in the policy document and are subject to revision by the carrier.

2. Eligibility for Health and Life Insurance Benefits is conditional on a member being employed and compensated at no less than half-time.

C. Flexible Spending Plan (Section 125)

Unit members will have the opportunity to participate in a Flexible Spending Plan (Section 125) for Un-reimbursed Medical and Dependent Care expenses.

ARTICLE XXX - TAX SHELTERED ANNUITIES

Unit members may participate in the tax sheltered program. The cost of administering the program shall be borne by the District.

ARTICLE XXXI - PAYROLL POLICY

1. Payroll checks will be distributed on alternate Fridays. A partial pay of not less than \$100.00 will be made on the Friday following the first day all unit members are required to report for work, provided that Friday is not a regularly scheduled payday. All unit members will be paid on a ten-month basis.
2. At their option, unit members may specify an amount to be deducted from their pay for deposit to their account with the School Systems Federal Credit Union. All sums so deducted shall be deposited to the unit member's account in the Credit Union in a timely manner following each payroll. Unit members electing this option will do so on forms provided by the District at least ten (10) days prior to the second scheduled payday.
3. The District will make available a direct deposit payroll plan.
4. A schedule of paydays will be posted in each building.

ARTICLE XXXII - ECONOMIC PROVISIONS

1. Teachers' Salary Schedule See Appendix D.

<u>Step</u>	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>
1	\$34,500	\$35,500	\$36,500
2	\$35,450	\$36,500	\$37,500
3	\$35,850	\$37,500	\$38,500
4	\$36,050	\$37,900	\$39,500
5	\$36,350	\$38,100	\$39,900
6	\$36,800	\$38,650	\$40,100
7	\$37,610	\$39,100	\$40,900
8	\$38,830	\$40,000	\$41,200
9	\$39,700	\$41,625	\$43,000
10	\$40,750	\$42,600	\$44,750
11	\$42,800	\$43,750	\$45,800
12	\$44,050	\$45,900	\$47,000
13	\$46,225	\$47,100	\$49,100
14	\$48,200	\$49,200	\$50,550
15	\$50,200	\$50,900	\$52,825
16	\$52,350	\$52,900	\$54,500
17	\$54,450	\$55,100	\$56,600
18	\$55,250	\$57,000	\$58,250
19	\$58,000	\$59,000	\$60,300
20	\$63,000	\$63,000	\$63,000
21	\$65,000	\$65,000	\$65,000
22		\$67,100	\$67,100
23			\$69,300

2. Nurses' salary schedule

<u>Step</u>	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>
1	\$22,750	\$23,000	\$23,250
2	\$23,000	\$23,750	\$24,000
3	\$23,888	\$24,250	\$24,500
4	\$24,250	\$25,082	\$25,500
5	\$25,000	\$25,600	\$26,382
6	\$25,250	\$26,000	\$26,800
7	\$26,000	\$26,500	\$27,500
8	\$26,500	\$27,000	\$28,000
9	\$26,650	\$27,250	\$28,500
10	\$27,750	\$28,250	\$29,000
11	\$32,475	\$29,650	\$30,000
12		\$34,100	\$31,550
13			\$35,850

3. Cost of Living Clause

Effective in the school year 2003-04 and continuing through the 2004-05, should the Consumer Price Index (U.S. Department of Labor All Urban Consumer NY/NENJ) increase by more than 4.5% for the 12 month period ending 5/1/2003 and 5/1/2004, a net of 1/2% will be added to each step of the Salary Schedule for Teachers for each 1% above 4.5% up to a maximum of 3%. For School Nurses 1/2% for 1% above 5.5% up to a maximum of 3%.

4. Registered School Nurses Longevity Schedule

After 9 years of District Service ADD \$450 Net FTE

After 12 years of District Service ADD \$950 Net FTE

After 16 years of District Service ADD \$1500 Net FTE

After 20 years of District Service ADD \$2100 Net FTE

5. Graduate Study

- a. Credit for graduate level courses for teachers who have not earned a Master's Degree shall be at the rate of \$20 per semester hour, to a maximum of seventy-two (72) graduate semester hours. Teachers who have earned a Master's Degree shall be given credit at the rate of \$20 per semester hour for all such graduate semester hours to a maximum of one hundred fourteen (114). For all such courses taken after July 1, 1985, the rate shall be \$25.00 per semester hour. For all such courses taken after July 1, 2002, the rate shall be \$30 per semester hour. Courses taken outside the teacher's area of instruction must have prior approval of the Superintendent of Schools.
- b. Effective for courses taken after July 1, 1975, credit shall be granted at the same rates and subject to the same limitations as in "a" above for undergraduate level courses taken by teachers as graduate work when such undergraduate level

courses are taken at the request of the District or when they are taken as a required part of a graduate degree program. The teacher shall be responsible for supplying appropriate verification of that fact.

- c. A statement regarding the completion of graduate courses must be filed with the Personnel Administrator on the form "Application For Change of Salary" provided by the District, which shall include a receipt copy for the teacher, on or before September 10th for salary adjustments at the full rate in the first semester; and on or prior to February 1st for salary adjustments at one-half the full rate in the second semester. Further verification in the form of an official transcript must be provided by the teacher directly or by the graduate school within 60 days of the September 10th and February 1st dates. The teacher shall be deemed to have met this 60-day period requirement if proof can be submitted showing that a transcript was requested within 20 days following the September 10th and February 1st dates. No additional statement of graduate hours or transcript shall be required unless the teacher takes additional graduate courses and wishes to receive credit for them. Salary adjustments shall be made on the first practicable payroll date after the personnel office has received official transcripts which verify the graduate courses reported on the statement.
- d. Credit and payments as listed above will be made for graduate work completed in fully-accredited institutions of higher learning.
- e. Any continuing teacher **upon receiving prior approval may opt, in lieu of graduate credit**, for a tuition reimbursement, not to exceed 80 percent of the S.U.N.Y Albany graduate rate in effect on July 1 of the previous school year per full credit hour. Reimbursement shall be paid upon the successful completion of the course as verified through an official transcript and paid bill.

6. Master's Degree Differential

- a. A differential of \$1250 shall be awarded to unit members who have a Master's Degree at the time of employment or earn a Master's Degree after employment.
- b. The prescribed form with a receipt copy to be returned to the unit member must be submitted to the Superintendent concerning the award of the Master's Degree on or before September 10th for salary adjustments effective September 1st; and on or before February 1st for salary adjustments effective February 1st. Unit members who have completed all requirements for a Master's Degree prior to September 1st shall, subject to notification and verification as described below, receive the full differential as provided in paragraphs "a" above;

members of the unit who have completed all requirements for a Master's Degree prior to February 1st shall, subject to notification and verification as described below, receive fifty percent (50%) of the differential provided in paragraph "a" above. Such salary adjustment will be transmitted to the payroll department after receipt by the Personnel Office of an official transcript verifying the award of the Master's Degree. Unit members applying for such salary adjustments will be solely responsible for the submission of the official transcript to the Personnel Office.

7. Doctorate Differential

The salary differential of \$2250.00 shall be paid to teachers holding a Doctorate Degree. This amount includes the Master's Degree differential. Filing requirements shall be as described in Section 6 (b).

8. Payment for National Board Certification

- a. Effective July 1, 2004, teachers holding National Board Certification granted by the National Board for Professional Teaching Standards will be paid a differential of \$1500 annually for the term of the certificate.
- b. Upon agreement between the certificate holder and the District, such teachers may provide inservice instruction for the District to a maximum of four (4) days per year for the duration of the certificate at a payment rate of \$375 per day.
- c. Effective July 1, 2003, the District will pay an amount not to exceed \$1250 for un-reimbursed expenses associated with the application for National Board Certification.

Credit for In-Service Courses

a. In-service Credit for Teachers

Pay for approved in-service courses will be at the rate of \$15.00 per hour. Such in-services courses completed on or after July 1, 2002 shall be paid at the rate of \$20.00 per hour.

b. Credit for In-service Courses for Registered School Nurses

Registered Nurses participating in an approved in-service course shall be compensated at the rate of \$8.00 per clock hour completed, providing the nurse has met all requirements of the course and the instructor has provided the Personnel Office with written verification for the completion of the course. Payment shall be made in the form of a single payment.

10. **Tenure Differential**

A differential of \$2,000 shall be paid in full during the school year in which the teacher received tenure and for all subsequent years in which the teacher remains in the employ of the District.

11. **Longevity Allowance**

A longevity allowance will be granted at the end of the 18th, 22nd, 26th, years of service as follows:

After 18 yrs	\$ 400
After 22 yrs	\$2,800
After 26 yrs	\$4,800

The longevity allowances as noted above are cumulative not additive.

12. **Prior Service Credit**

New teachers who enter the Guilderland Central School District for the first time with prior teaching experience outside the Guilderland Central School District may be given full credit for each year of experience upon the recommendation of the Superintendent of Schools and with approval of the Board of Education. (See Appendix D)

13. **Merit**

- a. Salary schedule step-improvements for teachers advancing to **12, 13, 14, and 15 years of credited service** are achieved only merit. Merit consists of evaluation and recommendations by the department supervisor, the building principal and the Superintendent of Schools or his/her designee.
- b. A teacher hired with prior service credit who is not serving on tenure for the Merit years specified in Section 13a (advancing to 12, 13, 14 and 15 years of credited service) will make salary schedule step-improvements only by Merit for the four (4) years immediately following tenure appointment.
- c. It is the intent of Article XXXII, Section 13 that all teachers will experience Merit Eligibility for four (4) years only. Under no circumstances will a teacher be under more than four (4) years of Merit Eligibility.

14. **Salaries for Guidance Counselors, School Social Workers and School Psychologists**

- A. All guidance counselors, school social workers and school psychologists shall be employed the same number of days as those required by the school calendar for regular classroom teachers plus an additional 10% times the regular classroom teacher days, with rounding.

Such additional service days for guidance counselors and social workers are to be served during the period of September 1st and June 30th.

Up to 10 of the additional service days for school psychologists are to be served between the last day of the school year and the beginning of the next school year.

B. Salary for guidance counselors, school social workers and school psychologists for the period September through June will include a "Differential", which will be added to the salary as computed in all applicable sections above. The "Differential" will be computed as 10% of the total of the following salary components:

1. base salary as computed in Section 1 above;
2. appropriate graduate course compensation;
3. appropriate graduate degree compensation(s);
4. appropriate in-service course compensation;
5. tenure differential, if applicable;
6. longevity allowance, if applicable.

C. At the start of each school year, unit members receiving the stipends set forth herein will provide their immediate supervisor with a written plan setting forth when the additional services will be provided. Such plan may be modified as necessary upon reasonable consultation between the unit member and his immediate supervisor.

15. **Differentials for Athletic Trainer and Assistant to the Athletic Director**

Salary for Athletic Trainer and the Assistant to the Athletic Director shall be paid for the period September 1 through June 30 and shall include a "Differential" of computed as 7.5% of the total of the salary components outlined above.

16. **Differentials for Special Assignments**

Head Librarian, H. S. & M. S., Head Counselor, Teacher Leaders, Elementary Special Service Team Leaders, VOTEC; Special Assignment and Head Nurse.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
2002-03	\$1,820	\$2,185	\$2,548
2003-04	\$1,908	\$2,291	\$2,672
2004-05	\$2,002	\$2,404	\$2,804

17. Teaching In-service Courses

Compensation for members of the teacher unit who teach in-service courses shall be paid as follows:

2002-03	\$37.24
2003-04	\$39.05
2004-05	\$40.98

18. Summer School

A. Summer School salaries will be determined in relation to salaries paid during the previous school year, as follows:

1. For the first year teaching in Guilderland Summer School, a teacher will earn .05 multiplied by the Entry Level salary for the previous school year, multiplied by the number of summer teaching periods.
2. For the second year, the salary for each teaching period shall be computed as follows: Salary for one teaching period in 18 A(1) above, plus (salary for one teaching period in 18 A(1) above, multiplied by .05, multiplied by 2).
3. For the third and successive years, the salary for each teaching period shall be computed as follows: Salary for one teaching period in 18 A(1) above, plus (salary for one teaching period in 18 A(1) above, multiplied by .05, multiplied by 4).
4. Study hall teachers shall be paid 80% of the salary as computed above in sections 18 A(1), (2) and (3).
5. The summer school librarian shall be paid as in section (2) above, and as in the case of a teacher teaching three periods.
6. The registered nurse shall receive 16% of her previous year's salary.

B. Summer School Hiring Protocol

The guidelines to be used to govern the hiring practices for summer school are contained in the Summer School Hiring Protocol.

C. Summer School Period of Service

Summer school teachers are required to teach thirty (30) days, work on registration one day, and Regents one day.

D. Sick leave for-Summer School Teachers

Summer school teachers shall be eligible for one day for each year of teaching in the Guilderland Summer School to a total of three (3) days. Individuals with one year of summer school service will be eligible for two (2) days

sick leave. Teachers new to summer school will be eligible for one (1) day sick leave. Summer school sick days have no connection with regular school sick days.

E. Personal Leave for Summer School Teachers

Personal leave at full pay will be granted for death in the immediate family, not to exceed three (3) days. Summer school personal leave days have no connection with regular school personal leave days.

F. Summer School Substitute teacher Rate of Pay

The rate shall be as follows per hour pro rata:

2002-03	\$30.25
2003-04	\$31.72
2004-05	\$33.29

19. Pay Schedule for Interscholastic Athletic Coaching

The schedule for the next three years are located on the following pages of this Agreement. Each schedule of differentials is in accordance with "A Point System for Weighing Factors Related to Coaching Responsibilities" dated October 1, 1975 and as revised July 1, 1981.

20. Co-Curricular Activities

The weighting system which has been developed jointly between the District and the Association differentiating time, responsibility and other factors will be the basis for negotiating compensation for each agreement.

The District and the Association will, upon the request of either party, each appoint up to five people to review the weighting system for all co-curricular activities. Appeals by individual advisors concerning the weighting for their activity will be submitted to the Co-Curricular Committee by October 15th. The joint committee will submit a recommendation to the Superintendent on or before February 15th, recommending any adjustments necessary for that activity. When an adjustment takes place that would impact negatively on an incumbent advisor, that individual will continue to receive his/her stipend under a "save harmless" provision.

Note: For all assignments for extracurricular activities which fall outside the teacher's field of duty which require supervision, said supervisors shall be compensated as follows:

2002-03	\$13.50 per hour
2003-04	\$14.15 per hour
2004-05	\$14.86 per hour

POINT SYSTEM FOR WEIGHING FACTORS RELATED TO COACHING RESPONSIBILITIES FOR PURPOSES OF ESTABLISHING EQUITABLE DIFFERENTIALS

The purpose of this proposed system is to objectively evaluate the responsibilities of each coaching position in relation to all of the other coaching positions in order to identify any inequities in current levels of pay differential, both inequities among the coaches of boys' and girls' teams and inequities between boys' and girls' coaching differentials, and to move to eliminate these inequities.

Basic Information Regarding This Point System

1. The basic premise underlying this proposed point system is that all sports are equally important in the school district; all teams are equally important; all athletes are of equal stature whether in one sport or another; and the points assigned to a particular coaching position are without relationship to the winning-losing record of the team.

2. There are ten responsibility factors as follows:

Length of coaching (sport) season;

Number of interscholastic games;

Number of students on the playing team;

Number of students on the squad;

Type and degree of community interest and participation, including volunteers assisting the coach;

Degree of safety hazard to athletes participating Number of subordinate coaches to coordinate and direct;

Number of subordinate coaches to coordinate and direct

Equipment maintenance responsibilities:

Athletes functioning at single level (i.e. 'varsity' or "J.V.");

Athletes functioning at several levels (i.e. 'combined varsity and J.V.').

3. The point range for any responsibility factor is from 1.0 to 5.5. However, the range of weighting for the following factors will be:
- | | |
|-------------------------------|-------|
| Single level team | 0 - 2 |
| Multiple level team | 0 - 4 |
| Number of subordinate coaches | 0 - 3 |

4. The differential schedule will be based on points. The dollar value of each point is:

Experience Step	2002-03	2003-04	2004-05
1	\$ 89.81	\$ 94.21	\$ 98.92
2	\$ 98.37	\$103.19	\$108.35
3	\$106.85	\$112.09	\$117.69
4	\$119.73	\$125.59	\$131.87
5	\$136.86	\$143.57	\$150.75

5. After a coach has been on top step of the differential scale for five years, two points will be added to his/her differential. After a coach has been on top step for ten years, another four points will be added to his/her differential. A point shall have a dollar value of Step 5 for that contract year.
6.
 - a. A coach shall move horizontally one step for each completed year of experience in that assignment or in another assignment within the same sport.
 - b. Coaches moving from one sport to another shall do so in accordance with the experience grid as agreed to by the parties effective July 1, 1983.
7. Coaches will be paid in one lump sum check at the end of the season.
8. Coaches will be evaluated annually, in accordance with the evaluation criteria developed in accordance with Article X.

POINT SCHEDULE FOR INTERSCHOLASTIC COACHING

Responsibility Factors:

- Key: A Length of Season
 B Number of Games
 C Number on Team
 D Number on Squad
 E Community & Volunteer Participation
 F Safety Factor
 G No. of Subordinate Coaches
 H Equipment Maintenance
 I Single Level Team
 J Multi Level Team

SPORTS	A	B	C	D	E	F	G	H	I	J	Total Points
Varsity Baseball-Boys	4	5	4	3	2	3	2	3	2	0	28.0
J.V. Baseball-Boys	4	5	4	3	2	3	0	2	0	0	23.0
Freshman Baseball-Boys	3	4	4	3	1	3	0	2	0	0	20.0
Varsity Softball-Girls	4	5	4	3	2	2	2	3	2	0	27.0
J.V. Softball-Girls	4.5	5	4	3	2	2	0	1.5	0	0	22.0
Freshman Softball-Girls	4	4	4	3	2	2	0	1.5	0	0	20.5
8th Grade Softball-Girls	4	5	4	3	2	2	0	1.5	0	0	21.5
Varsity Basketball-Boys	5.5	5	3	2.5	5.5	3.5	3	3	2	0	33.0
Varsity Assistant-Boys	5	5	3	2.5	5	3.5	0	1	0	0	25.0
J.V. Basketball-Boys	5	5	3	2.5	5	3.5	0	1	0	0	25.0
Freshman Basketball-Boys	4.5	4	3	2.5	3	3	0	1	0	0	21.0
8th Grade Basketball-Boys	2.5	4	3	2.5	3	3	0	1	0	0	19.0
Varsity Basketball-Girls	5.5	5	3	2.5	5.5	3.5	3	3	2	0	33.0
Varsity Assistant-Girls	5	5	3	2.5	5	3.5	0	1	0	0	25.0
J.V. Basketball-Girls	5	5	3	2.5	5	3.5	0	1	0	0	25.0
Freshman Basketball-Girls	4.5	4	3	2.5	3	3	0	1	0	0	21.0
8th Grade Basketball-Girls	2.5	4	3	2.5	3	3	0	1	0	0	19.0
Varsity Bowling-Boys	4	4	3	2	0	1	0	1	0	2	17.0
Varsity Cross Country (2)	3	3	4	4	2	2	1	2	0	4	25.0
Asst. Cross Country											
-Boys/Girls	3	3	4	3	1	2	0	1	0	0	17.0
Varsity Football	4	2.5	5	5	4	5	3	5.5	2	0	36.0
Varsity Football Asst (2)	4	2.5	4	3	4	5	0	3.5	0	0	26.0
J.V. Football Head	3.5	2.5	5	5	3	5	1	2	0	0	27.0
J.V. Football Asst	3.5	2.5	4	4	3	5	0	1	0	0	23.0
Freshman Football Head	3	2	5	5	1.5	5	2	2.5	0	0	26.0
Freshman Football Asst (2)	3	2	4	4	2	5	0	1	0	0	21.0
8th Grade Football Head	3	1.5	5	5	1	5	1	2.5	0	0	24.0
8th Grade Football Asst	3	1.5	4	4	1	5	0	1.5	0	0	20.0
Golf	3	4	3	2	0	3	0	1	0	2	18.0
Golf Assistant	3	3	2	1	0	3	0	.5	0	0	12.5
Varsity Gymnastics-Girls	5	2	5	3	3	4	1	3	2	0	28.0
Varsity Assistant -Girls	5	1	3	2	2	4	0	2	0	0	19.0
Swimming-Girls	3	4	5	3	3	3	0	1	2	0	24.0
Swimming-Boys	5	4	5	3	3	3	0	1	2	0	26.0
Skiing (2)	4	3	3	3	1	4	0	1	0	2	21.0
Skiing Cross-Country	4	3	3	4	2	4	0	2	0	2	24.0
Strength Coach	4	4	4	4	0	4	0	3	0	0	23.0
Varsity Soccer-Boys	4	5	5	3.5	4.5	3	3	3	2	0	33.0
Varsity Boys Asst	3	4	5	3	3	3	1	1	0	0	23.0
J.V. Soccer-Boys	4	5	5	3.5	2.5	3	0	1	0	0	24.0
Freshman Soccer-Boys	3	3	5	3	2	2	1	1	0	0	20.0
Freshman Soccer											
Asst-Boys	3	3	4	2	1	2	0	1	0	0	16.0

Point Schedule for Interscholastic Coaching (Continued)

SPORTS	A	B	C	D	E	F	G	H	I	J	Total
											Points
Varsity Soccer-Girls	4	5	5	3.5	4.5	3	3	3	2	0	33.0
Varsity Soccer Asst-Girls	3	4	5	3	3	3	1	1	0	0	23.0
J.V. Soccer-Girls	4	5	5	3.5	2.5	3	0	1	0	0	24.0
Freshman Soccer-Girls	3	3	5	3	2	2	1	1	0	0	20.0
8th Gr. Soccer-Boys											
& Girls	3	3	5	3	2	2	1	1	0	0	20.0
Varsity Tennis-Boys	3	4	3	3	1	1	0	1	0	4	20.0
Varsity Tennis-Girls	3	4	3	3	1	1	0	1	0	4	20.0
J.V. Boys and Girls	3	3	3	2	1	2	0	1	0	0	15.0
Varsity Volleyball-Boys	3	4.5	3	3	1.5	2	0	1	0	4	22.0
J.V. Volleyball-Boys	3	4	3	3	.5	2	0	1	0	0	16.5
Varsity Volleyball-Girls	3	4.5	3.5	3	1	2	0	1	0	4	22.0
J.V. Volleyball-Girls	3	4	3	3	.5	2	0	1	0	0	16.5
Modified-Girls	2	3	3	3	0	2	0	1	0	0	14.0
Indoor Track (3)	4	5	5	4	2	3	0	2	0	3	28.0
Varsity Track-Boys	4	4	5	4	2	3	2	3	2	0	29.0
Track Asst-Boys	4	4	4	3.5	1.5	3	0	3	0	1	24.0
Freshman Track-Boys	3	3	4	3	1	3	0	2	0	0	19.0
Varsity Track-Girls	4	4	6	4	2	3	2	3	2	0	29.0
Track Asst-Girls	3	3	4	3.5	1	3	0	3	1	1	22.5
Varsity Wrestling	4	4	5	3	4	4	2	4	2	0	32.0
J.V. Wrestling	3.5	3	5	3	4	4	0	2	0	0	24.5
Freshman Wrestling	3	3	5	2	3	4	0	2	0	0	22.0
8th Grade Wrestling	2.5	2.5	5	2	3	4	0	2	0	0	21.0
8th Grade Assistant	2	2	5	1	2	4	0	1	0	0	17.0
Varsity Lacrosse-Boys	4	4	4.5	3.5	2	4	1	4	1	0	28.0
Var. Lacrosse Asst-Boys	4	4	4.5	3.5	1	3	0	3	1	0	24.0
J.V. Lacrosse-Boys	4	3	4.5	3.5	1	2	1	2	1	0	22.0
J.V. Lacrosse Asst-Boys	4	3	4	3	0	2	0	1	1	0	18.0
Girls Lacrosse	4	4	5.5	3.5	2	3	0	3	1	0	26.0
Varsity Girls Asst	3.5	3	4.5	3.5	1	2	1	1.5	1	0	21.0
Girls JV Lacrosse	3.5	3	4.5	3.5	1	2	1	1.5	1	0	21.0
J.V. Girls Asst	3.5	2	4.5	3.5	0	1	0	.5	1	0	16.0
Frosh Lacrosse Head	3.5	2	4.5	3.5	1	2	1	1.5	1	0	20.0
Frosh Lacrosse Asst	3.5	2	4.5	3.5	0	1	0	.5	1	0	16.0
Varsity Field Hockey	4	4	5	3	2	4	2	3	1	0	28.0
J.V. Field Hockey	4	3	4.5	3.5	1	2	1	2	1	0	22.0
Varsity Ice Hockey	4.5	5	3	3.5	5.5	5	1	4.5	1	0	33.0

**2002-03 PAY SCHEDULE FOR
INTERSCHOLASTIC ATHLETIC COACHING**

Total Points		Step 1	Step 2	Step 3	Step 4	Step 5
	<u>Baseball</u>					
28	Varsity	2515	2754	2992	3352	3832
23	Junior Varsity	2066	2262	2458	2954	3145
20	Freshman	1796	1967	2137	2395	2737
18	8th Grade Baseball	1617	1771	1923	2155	2464
	<u>Softball</u>					
27	Varsity	2425	2656	2885	3233	3695
22	Junior Varsity	1976	2164	2351	2634	3011
20.5	Freshman	1841	2016	2190	2454	2806
21.5	8 th Grade Softball	1931	2115	2297	2574	2943
	<u>Basketball</u>					
33	Varsity-Boys	2964	3246	3526	3951	4517
25	Asst Varsity-Boys	2245	2459	2671	2993	3422
25	Junior Varsity-Boys	2245	2459	2671	2993	3422
21	Freshman-Boys	1886	2066	2244	2514	2874
19	8th Grade-Boys	1706	1869	2030	2275	2600
33	Varsity-Girls	2964	3246	3526	3951	4517
25	Asst Varsity-Girls	2245	2459	2671	2993	3422
25	Junior Varsity-Girls	2245	2459	2671	2993	3422
21	Freshman-Girls	1886	2066	2244	2514	2874
19	8th Grade-Girls	1706	1869	2030	2275	2600
	<u>Bowling</u>					
17	Varsity	1527	2672	1816	2035	2327
	<u>Cross Country Track</u>					
25	Varsity Boys & Girls (2)	2245	2459	2671	2993	3422
17	Varsity Asst (B & G)	1527	2672	1816	2035	2327
	<u>Football</u>					
36	Varsity	3233	3541	3847	4310	4927
26	Varsity Assistant	2335	2558	2778	3113	3558
27	Junior Varsity	2425	2656	2885	3233	3695
23	Junior Varsity Assistant	2066	2262	2458	2954	3145
26	Freshman (Head)	2335	2558	2778	3113	3558
21	Freshman Assistant (2)	1886	2066	2244	2514	2874
24	8th Grade Head	2155	2361	2564	2873	3285
20	8th Grade Assistant	1796	1967	2137	2395	2737
	<u>Golf</u>					
18	Varsity	1677	1771	1923	2155	2464
12.5	Junior Varsity	1123	1230	1336	1497	1711
	<u>Gymnastics</u>					
28	Varsity-Girls	2515	2754	2992	3352	3832
19	Varsity Assistant - Girls	1706	1869	2030	2275	2600
	<u>Field Hockey</u>					
28	Varsity	2515	2754	2992	3352	3832
22	Junior Varsity	1976	2164	2351	2634	3011
	<u>Ice Hockey</u>					
33	Varsity	2964	3246	3526	3951	4517
	<u>Lacrosse</u>					
28	Varsity	2515	2754	2992	3352	3832
24	Varsity Assistant	2155	2361	2564	2873	3285
22	Junior Varsity	1976	2164	2351	2634	3011
18	Junior Varsity Assistant	1677	1771	1923	2155	2464
26	Girls Lacrosse	2335	2558	2778	3113	3558
21	Girls Lacrosse-Asst	1886	2066	2244	2514	2874
21	Girls J. V. Lacrosse	1886	2066	2244	2514	2874
16	Girls J.V. - Asst	1437	1574	1710	1916	2190
20	Frosh Lacrosse Head	1796	1967	2137	2395	2737
16	Frosh Lacrosse Assist	1437	1574	1710	1916	2190
	<u>Skiing</u>					
21	Skiing (2)	1886	2066	2244	2514	2874
24	Cross Country	2155	2361	2564	2873	3285
23	<u>Strength Coach</u>	2066	2262	2458	2754	3148

**2002-03 PAY SCHEDULE FOR
INTERSCHOLASTIC ATHLETIC COACHING**

Total Points		Step 1	Step 2	Step 3	Step 4	Step 5
	<u>Soccer</u>					
33	Varsity-Boys	2964	3246	3526	3951	4517
23	Varsity Assistant-Boys	2066	2262	2458	2754	3148
25	Junior Varsity-Boys	2245	2459	2671	2993	3422
20	Freshman-Boys	1796	1967	2137	2395	2737
33	Varsity-Girls	2964	3246	3526	3951	4517
23	Varsity Assistant-Girls	2066	2262	2458	2754	3148
25	Junior Varsity-Girls	2245	2459	2671	2993	3422
20	Freshman-Girls	1796	1967	2137	2395	2737
20	8th Grade-Girls	1796	1967	2137	2395	2737
20	8th Grade-Boys	1796	1967	2137	2395	2737
	<u>Swimming</u>					
24	Girls	2155	2361	2564	2873	3285
26	Boys	2335	2558	2778	3113	3558
	<u>Tennis</u>					
20	Varsity-Boys	1796	1967	2137	2395	2737
20	Varsity-Girls	1796	1967	2137	2395	2737
15	J.V. Girls/Boys	1347	1475	1603	1796	2053
	<u>Track</u>					
29	Varsity-Boys	2604	2853	3099	3472	3969
24	Assistant-Boys	2155	2361	2564	2873	3285
19	Freshman-Boys	1706	1869	2030	2275	2600
29	Varsity-Girls	2604	2853	3099	3472	3969
24	Assistant-Girls	2155	2361	2564	2873	3285
28	Indoor (3)	2515	2754	2992	3352	3832
	<u>Volleyball</u>					
22	Varsity-Boys	1976	2164	2351	2634	3011
16.5	Junior Varsity-Boys	1482	1623	1763	1975	2258
22	Varsity-Girls	1976	2164	2351	2634	3011
16.5	Junior Varsity-Girls	1482	1623	1763	1975	2258
14	Modified-Girls	1257	1377	1496	1676	1916
	<u>Wrestling</u>					
32	Varsity	2964	3246	3526	3951	4517
24.5	Junior Varsity	2200	2410	2618	2933	3353
22	Freshman	1976	2164	2351	2634	3011
21	8th Grade	1886	2066	2244	2514	2874
17	8th Grade Assistant	1527	2672	1816	2035	2327
	<u>Cheerleading</u>	Step 1	Step 2		Step 3	
	Varsity Football	1197	1316		1438	
	Junior Varsity Football	1031	1127		1236	
	Varsity Basketball	1718	1886		2051	
	Junior Varsity-Basketball	1374	1503		1643	
	Frosh Basketball	1031	1127		1236	

**2003-04 PAY SCHEDULE FOR
INTERSCHOLASTIC ATHLETIC COACHING**

Total Points		Step 1	Step 2	Step 3	Step 4	Step 5
	<u>Baseball</u>					
28	Varsity	2638	2889	3138	3517	4020
23	Junior Varsity	2167	2373	2578	2889	3302
20	Freshman	1884	2064	2242	2512	2871
18	8th Grade Baseball	1696	1857	2018	2261	2584
	<u>Softball</u>					
27	Varsity	2544	2786	3026	3391	3876
22	Junior Varsity	2073	2270	2466	2763	3159
20.5	Freshman	1931	2115	2298	2575	2943
21.5	8 th Grade Softball	2025	2218	2410	2700	3087
	<u>Basketball</u>					
33	Varsity-Boys	3109	3405	3699	4145	4738
25	Asst Varsity-Boys	2355	2580	2802	3140	3589
25	Junior Varsity-Boys	2355	2580	2802	3140	3589
21	Freshman-Boys	1978	2167	2354	2637	3015
19	8th Grade-Boys	1790	1961	2130	2386	2728
33	Varsity-Girls	3109	3405	3699	4145	4738
25	Asst Varsity-Girls	2355	2580	2802	3140	3589
25	Junior Varsity-Girls	2355	2580	2802	3140	3589
21	Freshman-Girls	1978	2167	2354	2637	3015
19	8th Grade-Girls	1790	1961	2130	2386	2728
	<u>Bowling</u>					
17	Varsity	1602	1754	1905	2135	2441
	<u>Cross Country Track</u>					
25	Varsity Boys & Girls (2)	2355	2580	2802	3140	3589
17	Varsity Asst (B & G)	1602	1754	1905	2135	2441
	<u>Football</u>					
36	Varsity	3391	3715	4035	4521	5169
26	Varsity Assistant	2449	2683	2914	3265	3733
27	Junior Varsity	2544	2786	3026	3391	3876
23	Junior Varsity Assistant	2167	2373	2578	2889	3302
26	Freshman (Head)	2449	2683	2914	3265	3733
21	Freshman Assistant (2)	1978	2167	2354	2637	3015
24	8th Grade Head					
20	8th Grade Assistant	1884	2064	2242	2512	2871
	<u>Golf</u>					
18	Varsity	1696	1857	2018	2261	2584
12.5	Junior Varsity					
	<u>Gymnastics</u>					
28	Varsity-Girls	2638	2889	3138	3517	4020
19	Varsity Assistant - Girls	1790	1961	2130	2386	2728
	<u>Ice Hockey</u>					
33	Varsity	3109	3405	3699	4145	4738
	<u>Lacrosse</u>					
28	Varsity	2638	2889	3138	3517	4020
24	Varsity Assistant	2261	2476	2690	3014	3446
22	Junior Varsity	2073	2270	2466	2763	3159
18	Junior Varsity Assistant	1696	1857	2018	2261	2584
28	Girls Lacrosse	2638	2889	3138	3517	4020
21	Girls Lacrosse-Asst	1978	2167	2354	2637	3015
21	Girls J. V. Lacrosse	1978	2167	2354	2637	3015
16	Girls J.V. - Asst	1507	1651	1793	2009	2297
20	Frosh Lacrosse Head	1884	2064	2242	2512	2871
16	Frosh Lacrosse Assist	1507	1651	1793	2009	2297
	<u>Skiing</u>					
21	Skiing (2)	1978	2167	2354	2637	3015
24	Cross Country	2261	2476	2690	3014	3446
23	<u>Strength Coach</u>	2167	2373	2578	2889	3302

**2003-04 PAY SCHEDULE FOR
INTERSCHOLASTIC ATHLETIC COACHING**

Total Points		Step 1	Step 2	Step 3	Step 4	Step 5
	<u>Soccer</u>					
33	Varsity-Boys	3109	3405	3699	4145	4738
23	Varsity Assistant-Boys	2167	2373	2578	2889	3302
24	Junior Varsity-Boys	2261	2476	2690	3014	3446
20	Freshman-Boys	1884	2064	2242	2512	2871
33	Varsity-Girls	3109	3405	3699	4145	4738
23	Varsity Assistant-Girls	2167	2373	2578	2889	3302
24	Junior Varsity-Girls	2261	2476	2690	3014	3446
20	Freshman-Girls	1884	2064	2242	2512	2871
20	8th Grade-Girls	1884	2064	2242	2512	2871
20	8th Grade-Boys	1884	2064	2242	2512	2871
	<u>Swimming</u>					
24	Girls	2261	2476	2690	3014	3446
26	Boys	2449	2683	2914	3265	3733
	<u>Tennis</u>					
20	Varsity-Boys	1884	2064	2242	2512	2871
20	Varsity-Girls	1884	2064	2242	2512	2871
15	J.V. Girls/Boys	1413	1548	1681	1884	2154
	<u>Track</u>					
29	Varsity-Boys	2732	2992	3251	3642	4164
24	Assistant-Boys	2261	2476	2690	3014	3446
19	Freshman-Boys	1790	1961	2130	2386	2728
29	Varsity-Girls	2732	2992	3251	3642	4164
24	Assistant-Girls	2261	2476	2690	3014	3446
28	Indoor (3)	2638	2889	3138	3517	4020
	<u>Volleyball</u>					
22	Varsity-Boys	2073	2270	2466	2763	3159
16.5	Junior Varsity-Boys	1554	1703	1849	2072	2369
22	Varsity-Girls	2073	2270	2466	2763	3159
16.5	Junior Varsity-Girls	1554	1703	1849	2072	2369
14	Modified-Girls	1319	1445	1569	1758	2010
	<u>Wrestling</u>					
32	Varsity	3015	3302	3587	4019	4594
24.5	Junior Varsity	2308	2528	2746	3077	3517
22	Freshman	2073	2270	2466	2763	3159
21	8th Grade	1978	2167	2354	2637	3015
17	8th Grade Assistant	1602	1754	1905	2135	2441
	<u>Cheerleading</u>	Step 1		Step 2		Step 3
	Varsity Football	1255		1380		1508
	Junior Varsity Football	1082		1182		1297
	Varsity Basketball	1802		1979		2152
	Junior Varsity-Basketball	1442		1576		1723
	Frosh Basketball	1082		1182		1296

**2004-05 PAY SCHEDULE FOR
INTERSCHOLASTIC ATHLETIC COACHING**

Total Points		Step 1	Step 2	Step 3	Step 4	Step 5
	<u>Baseball</u>					
28	Varsity	2770	3034	3295	3692	4221
23	Junior Varsity	2275	2492	2707	3033	3467
20	Freshman	1978	2167	2354	2637	3015
18	8th Grade Baseball	1781	1950	2118	2374	2713
	<u>Softball</u>					
27	Varsity	2671	2925	3178	3561	4070
22	Junior Varsity	2176	2384	2589	2901	3316
20.5	Freshman	2028	2221	2413	2703	3090
21.5	8 th Grade Softball	2127	2329	2530	2835	3241
	<u>Basketball</u>					
33	Varsity-Boys	3264	3575	3884	4352	4975
25	Asst Varsity-Boys	2473	2709	2942	3297	3769
25	Junior Varsity-Boys	2473	2709	2942	3297	3769
21	Freshman-Boys	2077	2275	2472	2769	3166
19	8th Grade-Boys	1879	2059	2236	2506	2864
33	Varsity-Girls	3264	3575	3884	4352	4975
25	Asst Varsity-Girls	2473	2709	2942	3297	3769
25	Junior Varsity-Girls	2473	2709	2942	3297	3769
21	Freshman-Girls	2077	2275	2472	2769	3166
19	8th Grade-Girls	1879	2059	2236	2506	2864
	<u>Bowling</u>					
17	Varsity	1682	1842	2001	2242	2563
	<u>Cross Country Track</u>					
25	Varsity Boys & Girls (2)	2473	2709	2942	3297	3769
17	Varsity Asst (B & G)	1682	1842	2001	2242	2563
	<u>Football</u>					
36	Varsity	3561	3900	4237	4747	5429
26	Varsity Assistant	2572	2817	3060	3429	3919
27	Junior Varsity	2671	2925	3178	3561	4070
23	Junior Varsity Assistant	2275	2492	2707	3033	3467
26	Freshman (Head)	2572	2817	3060	3429	3919
21	Freshman Assistant (2)	2077	2275	2472	2769	3166
24	8th Grade Head	2374	2600	2825	3165	3618
20	8th Grade Assistant	1978	2167	2354	2637	3015
	<u>Golf</u>					
18	Varsity	1781	1950	2118	2374	2713
12.5	Junior Varsity	1236	1354	1471	1648	1884
	<u>Gymnastics</u>					
28	Varsity-Girls	2638	2889	3138	3517	4020
19	Varsity Assistant - Girls	1879	2059	2236	2506	2864
	<u>Field Hockey</u>					
28	Varsity	2770	3034	3295	3692	4221
22	Junior Varsity	2176	2384	2589	2901	3316
	<u>Ice Hockey</u>					
33	Varsity	3264	3575	3884	4352	4975
	<u>Lacrosse</u>					
28	Varsity	2770	3034	3295	3692	4221
24	Varsity Assistant	2374	2600	2825	3165	3618
22	Junior Varsity	2176	2384	2589	2901	3316
18	Junior Varsity Assistant	1781	1950	2118	2374	2713
28	Girls Lacrosse	2770	3034	3295	3692	4221
21	Girls Lacrosse-Asst	2077	2275	2472	2769	3166
21	Girls J. V. Lacrosse	2077	2275	2472	2769	3166
16	Girls J.V. - Asst	1583	1734	1883	2110	2412
20	Frosh Lacrosse Head	1978	2167	2354	2637	3015
16	Frosh Lacrosse Assist	1583	1734	1883	2110	2412
	<u>Swimming</u>					
24	Girls	2374	2600	2825	3165	3618
26	Boys	2572	2817	3060	3429	3919
	<u>Skiing</u>					
21	Skiing (2)	2077	2275	2472	2769	3166
24	Cross Country	2374	2600	2825	3165	3618
23	<u>Strength Coach</u>	2275	2492	2707	3033	3467

**2004-05 PAY SCHEDULE FOR
INTERSCHOLASTIC ATHLETIC COACHING**

Total Points		Step 1	Step 2	Step 3	Step 4	Step 5
	<u>Soccer</u>					
33	Varsity-Boys	3264	3575	3884	4352	4975
23	Varsity Assistant-Boys	2275	2492	2707	3033	3467
24	Junior Varsity-Boys	2374	2600	2825	3165	3618
20	Freshman-Boys	1978	2167	2354	2637	3015
33	Varsity-Girls	3264	3575	3884	4352	4975
23	Varsity Assistant-Girls	2275	2492	2707	3033	3467
24	Junior Varsity-Girls	2374	2600	2825	3165	3618
20	Freshman-Girls	1978	2167	2354	2637	3015
20	8th Grade-Girls	1978	2167	2354	2637	3015
20	8th Grade-Boys	1978	2167	2354	2637	3015
	<u>Tennis</u>					
20	Varsity-Boys	1978	2167	2354	2637	3015
20	Varsity-Girls	1978	2167	2354	2637	3015
15	J.V. Girls/Boys	1484	1625	1765	1978	2261
	<u>Track</u>					
29	Varsity-Boys	2869	3142	3413	3824	4372
24	Assistant-Boys	2374	2600	2825	3165	3618
19	Freshman-Boys	1879	2059	2236	2506	2864
29	Varsity-Girls	2869	3142	3413	3824	4372
24	Assistant-Girls	2374	2600	2825	3165	3618
28	Indoor (3)	2638	2889	3138	3517	4020
	<u>Volleyball</u>					
22	Varsity-Boys	2176	2384	2589	2901	3316
16.5	Junior Varsity-Boys	1632	1788	1942	2176	2487
22	Varsity-Girls	2176	2384	2589	2901	3316
16.5	Junior Varsity-Girls	1632	1788	1942	2176	2487
14	Modified-Girls	1385	1517	1648	1846	2110
	<u>Wrestling</u>					
32	Varsity	3165	3467	3766	4220	4824
24.5	Junior Varsity	2423	2654	2883	3231	3693
22	Freshman	2176	2384	2589	2901	3316
21	8th Grade	2077	2275	2472	2769	3166
17	8th Grade Assistant	1682	1842	2001	2242	2563
	<u>Cheerleading</u>	Step 1		Step 2		Step 3
	Varsity Football	1318		1449		1584
	Junior Varsity Football	1136		1241		1362
	Varsity Basketball	1892		2078		2259
	Junior Varsity-Basketball	1514		1655		1809
	Frosh Basketball	1136		1241		1362

CO-CURRICULAR COMPENSATION

There shall be five group levels of payment for co-curricular compensation. Group 1 shall be paid the base rate. Groups 2-5 shall be paid at a rate of 1.5, 2.0, 2.5 and 3.0 times the base rate, respectively. The base rate during the term of this contract shall be as follows:

School Year	Step 1	Step 2	Step 3
2002-03	\$476	\$635	\$850
2003-04	\$500	\$666	\$891
2004-05	\$524	\$669	\$935

The District shall publish a list of co-curricular activities no later than September 30th of each school year.

INTRA MURALS

H.S. Bowling:

Ski Club:	Step 1	Step 2	Step 3	Step 4	Step 5
2002-03	\$431	\$634	\$834	\$1040	\$1345
2003-04	\$451	\$665	\$874	\$1091	\$1410
2004-05	\$474	\$697	\$918	\$1145	\$1480

Middle School Sports Club:

2002-03	Level A: \$1040	Level B: \$350
2003-04	Level A: \$1091	Level B: \$367
2004-05:	Level A: \$1145	Level B: \$385

ARTICLE XXXIII - DISTRICT PREROGATIVES

The District retains all of the authority, rights, and responsibilities established by law and inherent to management, except as expressly limited by other provisions of this Agreement.

ARTICLE XXXIV- MISCELLANEOUS PROVISIONS

1. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the Agreement, the Board will notify the Association in writing that it is considering such change. The Association will have the right to discuss such items with the Superintendent, provided that it files such a request in writing with the Board within five (5) calendar days after receipt of said notice.
2. This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
3. Any individual arrangement, agreement or contract between the Board and any individual unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
4. If any provisions of this Agreement or any application of the Agreement to any unit member(s) shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
5. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that ratification by both parties precludes reopening of negotiations on the ratified Agreement.
6. Copies of this Agreement shall be printed at the expense of the District and distributed to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.

**ARTICLE XXXV - TERM, AMENDMENT,
MODIFICATION AND TERMINATION**

1. The provisions herein, unless otherwise indicated, shall be effective as of July 1, 2002 and remain in effect through June 30, 2005 and from year to year thereafter unless either party hereto shall notify the other, in writing, on or before December 15, 2004 or December 15th of a subsequent year of their desire to amend, modify, or terminate the same.
2. Should either party timely notify the other of a desire to amend, modify or terminate this Agreement as hereinbefore provided, negotiations for a subsequent agreement shall commence the February 1st next following such notice, unless the parties shall mutually agree upon an alternate date.

**ARTICLE XXXVI - SIGNATORIES TO AGREEMENT
AND DATE**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SIGNATORIES TO THE AGREEMENT

For the District

Robert Gagnette
John R. Mc

For the Association

Christian
Patricia A. Del Negro
Timothy J. Horan
Tom Mitchell
Larry J. Wimbury

Dated: October 22, 2002

APPENDIX A

SICK LEAVE BANK

There shall be a Sick Leave Bank Committee consisting of three (3) unit members (one from each of the District's school levels appointed by the GTA president and approved by the Representative Council) and two (2) District/Building (Principal, House Principal, Assistant Principal) Administrators appointed by the Superintendent. Approval of sick leave days will require four affirmative votes of the committee.

Each unit member may join the sick leave bank by contributing 5 nonreturnable days within the first 30 days of any school year or within 30 days of employment in the bargaining unit. Whenever the bank falls below 100 days, the Committee will request voluntary contributions of up to 5 days from Sick Leave Bank members. If, at any time during a given school year, sufficient voluntary contributions are not received, the committee will assess all Sick Leave Bank members 1 day to be deducted from their accumulated sick leave accumulation. Members who have 10 or less days of personal sick leave will be exempt from this assessment.

A Sick Leave Bank member may only withdraw his/her membership in the bank during the first 30 days of any school year and will be required to submit written notification of withdrawal to the Administrator for Human Resources. After withdrawing membership, unit members may rejoin the sick leave bank by contributing 5 non-returnable days during the first 30 days of any school year following the year in which they withdrew their membership.

Applications for additional days from the Sick Leave Bank may be made to the Committee by any member of the sick leave bank who has suffered a prolonged serious illness or injury and whose accumulated sick leave has been exhausted.

For the purposes of this Article, serious illness or injury shall be defined as one which is generally regarded as such by those in the medical profession. The purpose of this Sick Leave Bank is to provide additional sick leave in extraordinary situations where a seriously ill or injured unit member cannot return to work for a prolonged period of time after accumulated sick leave credit has been exhausted.

Prior to, or no later than concurrent with, the submission of the request for additional sick leave, the unit member shall provide the Committee with a medical report setting forth the nature of the illness/injury and the anticipated date of recovery and return to work. The Committee shall have the right to request additional medical information, it deems necessary, as well as the right to have the unit member examined by a District appointed Medical Doctor.

If the additional sick leave is granted by the Committee, said additional leave shall not exceed 60 days by any one member in any one school year. At no time may the number of days granted by the committee exceed the number of days in the sick leave bank.

The granting of Sick Leave Bank days is not automatic upon application but will be determined by the Sick Leave Bank Committee. The decision of the Committee shall be final, binding, and not subject to the Grievance and Arbitration Procedures set forth in Article III of this agreement.

The Personnel Office will be responsible for the management of records and data related to the Sick Leave Bank. The Sick Leave Bank Committee will annually review the operation of the Sick Leave Bank.

APPENDIX B

TEACHER EVALUATION PROCEDURES FOR AN EFFECTIVE SUPERVISORY PROGRAM

A. PROCEDURES - ORIENTATION OF STAFF

1. Each supervisor will meet prior to October 1 with those teachers under his/her supervision who have not achieved tenure. At this session or sessions, the following will occur:
 - a. The principles on which teacher evaluation is based will be discussed.
 - b. The supervisor will interpret these principles to his/her staff;
 - c. The supervisor will review the three forms, (A, B, C) explaining their use;
 - d. Any additions to the list of principles will be discussed.
 - e. A record will be maintained noting the date of all meetings under (1) above.
2. In cases where there may be a question or difference of opinion with the teaching principles, the teacher/supervisor may submit the question to building TALC for a clarification.
3. **Procedures for modifying the Effective Teaching Principles**
 - I. Procedures for modifying the Effective Teaching Principles will be mutually developed by the Association and the District. These procedures will follow those which were used to develop the current effective teaching principles (1990).
 - II. Library-Media Specialists, Guidance Counselors and School Social Workers will develop their own effective teaching principles using similar procedures as developed for K- 1 2 teachers.

- III. Once the decision has been made to add or delete a principle, the District Monitoring Committee shall, in writing, inform the originator of the decision. If a proposal is rejected at the building level, the originator and the monitoring committee shall receive an explanation of the rejection.

Once a decision is made on a proposal that results in a modification of the existing Teaching Principles, an addendum of that change shall be sent to all affected staff for inclusion in the Effective Teaching Principles. Such principle(s) shall be in effect 30 calendar days after dated notification to the staff.

PROCEDURES -OPERATIONAL

1. Purpose of Evaluation Form

Form A - Improvement of Instruction: The purpose of Form A is to enable a supervisor observing a teacher in a classroom setting, or in another setting where the teacher is engaged in a professional assignment, responsibility, or activity, to record briefly what s/he observes; to draw a relationship between what s/he observes and one or more elements of Effective Teaching Principles; and to briefly record the results of a post-observation conference with the teacher so observed.

Form B - Professional Performance Conference Review:

Purpose/Process:

- a. The purpose of the Form B conference is to have the teacher, principal and supervisor share, review and discuss the professional activities of the teacher. The Form B conference shall also provide the opportunity to review other professional activities such as special projects in curriculum and instruction, student clubs, extra-curricular activities and building and/or district committees.

An important element of the conference shall address goals for the coming year with an emphasis on the teacher's personal/professional goals as well as any school wide goals.

Teachers may use the Form B conference to share their self-assessment of their professional activities.

- b. Prior to the Form B conference each teacher, supervisor, and administrator involved in the conference is expected to review the list of teaching principles and to select those which each feels is relevant to the professional review of the past year's activities for the teacher.

- c. The conference review session would be expected to have input from each participant, both as to the review of the past year, and as to a discussion of goals for the coming year.
- d. The Form B will be written by the administrator/ supervisor as a result of the discussion. and it should reflect the discussion.

Fair Interpretation of the Conference:

- a. If there is any disagreement with the written summary of the Form B conference as prepared by the administrator/ supervisor, a follow-up conference will be scheduled within a reasonable period of time. (See "Recommended Time Guidelines", page 4)
- b. Should further disagreement exist, the teacher then has the opportunity to attach a reply as part of the completed Form B conference summary.
- c. Every effort shall be made to complete Form B conferences for tenured teachers no later than May 1.

Form C - Teacher Evaluation: The purpose of Form C is to enable a supervisor to indicate clearly to a teacher, on the basis of accumulated observations on Form A, and evaluations, whether he/she finds the teacher's Professional services to be satisfactory and to explain briefly this judgment, if he finds them unsatisfactory. (Copies of this form are attached.)

2. Standardization of Forms

Form A (Classroom Visitation/Direct or indirect Teacher observation Outside Classroom) is standard throughout the district. The criteria are based on Guidelines and Effective Teaching Principles established for each level, K-5, 6-8, 9-12.

Form B is standardized throughout the district.

Form C (Teacher Evaluation) is standardized throughout the district.

3. Frequency of Observation/Conference

- a. A first-year teacher with no previous experience will have a minimum of five conferences during the year with a supervisor. The conferences relate to either Direct Classroom Observation or Direct/Indirect Teacher Observation Outside Classroom, and will be reported on Form A.
- b. All other probationary teachers, as well as first-year teachers with previous teaching experience,

will have a minimum of three conferences with the supervisor which relate to either Direct Classroom Observation or Direct/Indirect Teacher Observation Outside Classroom. These conferences will be reported on Form A.

- c. Tenured teachers will have at least one Form A conference during the school year.
- d. All classroom observations reported on Form A must be at least twenty minutes in length.
- e. All Direct Classroom Observations or Direct/Indirect Teacher Observation Outside Classroom, reported on Form A, shall be followed by a conference within five school days.

4. Use of Forms

- a. All reportable classroom observations will be reported on Form A.
- b. Form B will be completed on each teacher annually.

Recommended Time Guidelines - Form B Conference

- 1. By October 1, teachers will be advised of approximate schedule for conferences (listed by month).
- 2. At least five school days' notice will be given prior to any review conference.
- 3. Every effort shall be made to produce and deliver a copy of the Form B to the teacher by the fifth work day following the conference.
- 4. Request for follow-up conference must be made within three work days after receiving the Form B. Conference will be scheduled as soon as possible after request is made.
- 5. The revised (final) Form B to the teacher by the fifth work day after the follow-up conference.
- 6. A teacher addendum, if desired, will be attached within five work days following receipt of the final Form B.
- 7. The final, signed Form B WITH THE TEACHER ADDENDUM ATTACHED will be forwarded to the Superintendent within 30 work days after issuance.

TIME LIMITS:

Every effort shall be made to meet time requirements. Failure to do so will not invalidate any document, but

if a document is late a statement must be attached indicating the number of days late and stating the reason(s). A pattern of lateness from any single source or from all sources in general will be the subject of a GTA/District conference and if not remedied, may be subject to the grievance process.

- c. Form C will be filed three times a year, by December 1, March 1, and June 1, for non tenured teachers; by March 1, for tenured teachers at the option of either the teacher or the principal.
- d. All forms are to be signed by the observer and the observed, indicating that each has seen the form. The teacher may attach a memo to the form to be filed as part of his/her evaluation. Teachers will receive copies of all completed forms. No evaluation form or other statement, memorandum, or letter which is derogatory of a teacher will be placed in the teacher's file without the teacher's knowledge and opportunity to respond in writing. All written reports will be kept in the teacher's file unless all parties receiving the evaluation copies agree to their removal.
- e. A teacher may request two observations, which may be counted as within the number required in Section B.3, a., b., or c. above, or may be in addition thereto. If reasonable notice is given, the observations shall take place within the time period requested.
- f. If an observation reported on Form A is unsatisfactory, another observation should take place within two weeks; but repeat observations of this type may be limited by the supervisor to three.

B. PROCEDURES - MONITORING THE SYSTEM

A standing committee of six teachers from the Teachers' Association and six representatives of the Administrative/Supervisory Staff will be maintained for the purpose of:

- 1. Continual review and improvements of procedures, principles and forms,
- 2. Maintenance of understanding among teachers, supervisors, and administrators with respect to the system (procedures, principles, forms),
- 3. Monitoring the effectiveness of the adopted procedures.

D. DISMISSAL PROCEDURES

- 1. A teacher dismissed during the probationary period, except as a result of the reduction of positions, shall have the right to:
 - a. receive an oral explanation from his/her principal;

- b. appeal the principal's recommendation for dismissal to the superintendent;
 - c. receive in writing from the superintendent the reason for his/her dismissal;
 - d. have access to his/her evaluation record and make copies of all evaluations in his/her file.
2. Alleged violation by the school district of the provisions of the evaluation procedure may constitute the basis for filing of a Type 1 grievance. The dismissal of a teacher shall not be a matter subject to the arbitration provisions of the grievance procedure.
3.
 - a. Whenever a probationary teacher believes that the evaluation procedure provided for herein has been violated, the probationary teacher may initiate a Type 1 grievance. Should such teacher initiate a Type 1 grievance, and should such alleged grievance be Processed to the final stage, which will be the Board of Education, such teacher shall have the right to request that the Board consider the alleged grievance. In the hearing, the Board shall consider only the question of compliance by administrators and/or supervisors with the procedural requirements, and not the substantive evaluation of the teacher's service.
 - b. In the event a probationary teacher commences a proceeding as provided for in said Section 3031 of the Education Law by making a "request in writing that he/she be furnished with a written statement giving the reasons for such recommendation," after notification as provided for in Section 3031, such teacher may not thereafter initiate a grievance. Any unresolved grievance previously commenced, as authorized in Paragraph 3 (a) above which remains unresolved, shall terminate automatically upon receipt by the superintendent of the written request made by the teacher as provided for in Section 3031 that reasons be given for the non-granting of tenure.
4. Teachers being dismissed due to unsatisfactory evaluation who are in their first year of probation should be notified as early as possible, but no later than May 1. Dismissal of such a teacher after May 1 must be due to actions of the teacher after May 1.
5. Teachers being dismissed due to unsatisfactory evaluation who are in their second year of probation should be notified as early as possible, but no later than April 1. Dismissal of such teachers after April 1 must be due to actions of the teacher after April 1.
6. Teachers in their third year of probation who are not being recommended for tenure should be notified as early as possible but no later than April 1. Teachers

who have been appointed to tenure by the Board should be so notified no later than May 1st.

7. Teachers completing their probationary terms during the school year who are not being recommended for tenure will be notified as early as possible but no later than 90 days prior to the end of the probationary term.

Teachers whose probationary term ends during the school year who are being recommended for tenure will be notified as early as possible but not later than 60 days prior to the end of their probationary period.

8. Failure to strictly comply with the times set forth in D.6 and 7 shall not entitle a probationary teacher to appointment to tenure. However, the district will maintain its best efforts to comply with the times set forth in D.6 and 7.
9. Teachers on tenure facing dismissal maintain all rights under the tenure law.

APPENDIX B-1

GUILDERLAND CENTRAL SCHOOL DISTRICT
Guilderland, New York 12084

**IMPROVEMENT OF INSTRUCTION
SUPERVISORY VISITATION/OBSERVATION**

FORM A

TEACHER _____ OBSERVER _____

Observation Type

SUBJECT/GRADE LEVEL/CLASS/OTHER _____

Direct

DESCRIPTION: (Objective statements based upon effective teaching principles observed in
direct classroom observations or direct/indirect observation outside the classroom.)

Indirect

SUPERVISOR'S REACTION: (Relate "principles" to observation.)

POST OBSERVATION CONFERENCE: (Recommendations, comments, clarifications, agreement, explanations, etc.)

Supervisor's signature & Date of Conference
Follow-up Conference to be Scheduled:

Teacher's Signature & Date of Conference
YES Copies to: Principal (White) Supervisor (Yellow) Teacher (Pink)

GUIDELINES: FORM B CONFERENCE

PURPOSE/PROCESS:

1. The purpose of the Form B conference is to have the teacher, principal and supervisor share, review and discuss the professional activities of the teacher. The Form B conference shall also provide the opportunity to review other professional activities such as special projects in curriculum and instruction, student clubs, extra-curricular activities and building and/or district committees.

An important element of the conference shall address goals for the coming year with an emphasis on the teacher's personal/professional goals as well as any school wide goals. Teachers may use the Form B conference to share their self-assessment of their professional activities.

2. Prior to the Form B conference each teacher, supervisor and administrator involved in the conference is expected to review the list of teaching principles and to select those which each feels is relevant to the professional review of the past year's activities for the teacher.
3. The conference review session would be expected to have input from each participant, both as to the review of the past year, and as to a discussion of goals for the coming year.
4. The Form B will be written by the administrator/supervisor as a result of the discussion, and it should reflect the discussion.

FAIR INTERPRETATION OF THE CONFERENCE

1. If there is any disagreement with the written summary of the Form B conference as prepared by the administrator/supervisor, a follow-up conference will be scheduled within a reasonable period of time. (See guidelines.)
2. Should further disagreement exist, the teacher then has the opportunity to attach a reply as part of the completed Form B conference summary.
3. Every effort shall be made to complete Form B conferences for tenured teachers no later than May 1st.

RECOMMENDED TIME GUIDELINES **FORM B CONFERENCE**

1. By October 1, teachers will be advised of approximate schedule for conferences (listed by month).

2. At least five school days' notice will be given prior to any review conference.
3. Every effort shall be made to produce and deliver a copy of the Form B to the teacher by the fifth work day following the conference.
4. Request for follow-up conference must be made within three work days after receiving the Form B. Conference will be scheduled as soon as possible after request is made.
5. The revised (final) Form B to the teacher by the fifth work day after the follow-up conference.
6. A teacher addendum, if desired, will be attached within five work days following receipt of the final Form B.
7. A final, single copy, signed Form B WITH THE TEACHER ADDENDUM ATTACHED will be forwarded to the Superintendent within 30 work days after issuance. (Superintendent's signature will not be included in the procedure.)

TIME LIMITS

Every effort shall be made to meet time requirements. Failure to do so will not invalidate any document, but if a document is late a statement must be attached indicating the number of days late and stating the reason(s). A pattern of lateness from any single source or from all sources in general will be the subject of a GTA/District conference and if not remedied, may be subject to the grievance process.

APPENDIX B-2

PROFESSIONAL PERFORMANCE CONFERENCE REVIEW:

FORM B (Rev. 9/90) Date: _____
Teacher _____ School _____ Subject/Grade _____

PART A PERFORMANCE REVIEW

PART B PROFESSIONAL DEVELOPMENT/GROWTH

9/90 TEACHER: _____
PRINCIPAL: _____
SUPERVISOR: _____

APPENDIX B-3

GUILDERLAND CENTRAL SCHOOL DISTRICT
 Guilderland, New York 12084

FORM C: (Rev. 9/90)

TEACHER EVALUATION FORM

Report Period

NAME _____

Tenured (Optional) Non-Tenured

SCHOOL _____

DATE: _____

December 1

This evaluation indicates the following in relation to the standards
 of the professional teacher in the Guilderland Schools:

March 1

June 1

Satisfactory

Unsatisfactory*

* If unsatisfactory, reason must be stated.

PRINCIPAL: _____ DATE _____

TEACHER: _____ DATE _____

Copies:

Superintendent (White)

Principal (Yellow)

Supervisor (Pink)

Teacher (Gold)

APPENDIX C

GUILDERLAND CENTRAL SCHOOL DISTRICT Analysis for Registered School Nurse

Name _____

Date _____

Health Service Aspect

1. Planning - Immediate and future

2. Ability to follow directions

3. Accuracy

3. Reliability

4. Relationships with students

5. Relationship with other staff members

7. Respect for confidentiality

APPENDIX C (Continued)

8. Sensitivity - Alertness to student needs

9. Conscientiousness

10. Aware of school procedures and program

11. Judgment

12. Current knowledge of first aid procedures

13. Other

APPENDIX D

2002-03 PRIOR SERVICE CONVERSION TABLE

Years Credited Experience <u>6/30/02</u>	STEP Placement <u>2002-03</u>
0	1.0
1	2.0
2	3.0
3	4.0
3.5	4.5
4	5.0
4.5	5.5
5	6.0
5.5	6.5
6	7.0
6.5	7.5
7	8.0
7.5	8.5
8	9.0
8.5	9.5
9	10.0
9.5	10.5
10	11.0
10.5	11.5
11	12.0
11.5	12.0
12	12.0
12.5	12.5
13	13.0
13.5	13.0
14	13.0
14.5	14.0
15	14.0
15.5	14.0
16	15.0
16.5	15.0
17	15.0
17.5	15.5
18	16.0
18.5	16.0
19	16.0
19.5	17.0
20	17.0
21	18.0
22	19.0
23	20.0
24+	21.0

2003-04 PRIOR SERVICE CONVERSION TABLE

<u>Years Credited Experience 6/30/03</u>	<u>STEP Placement 2003-04</u>
0	1.0
1	2.0
2	3.0
3	4.0
4	5.0
5	6.0
6	7.0
7	8.0
8	9.0
8.5	9.5
9	10.0
9.5	10.5
10	11.0
10.5	11.5
11	12.0
11.5	12.5
12	13.0
12.5	13.0
13	13.0
13.5	13.5
14	14.0
14.5	14.0
15	14.0
15.5	15.0
16	15.0
16.5	15.0
17	16.0
17.5	16.0
18	16.0
18.5	16.5
19	17.0
19.5	17.0
20	17.0
20.5	18.0
21	18.0
22	19.0
23	20.0
24	21.0
25+	22.0

2004-05 PRIOR SERVICE CONVERSION TABLE

Years Credited Experience <u>6/30/04</u>	STEP Placement <u>2004-05</u>
0	1.0
1	2.0
2	3.0
3	4.0
4	5.0
5	6.0
6	7.0
7	8.0
8	9.0
9	10.0
9.5	10.5
10	11.0
10.5	11.5
11	12.0
11.5	12.5
12	13.0
12.5	13.5
13	14.0
13.5	14.0
14	14.0
14.5	14.5
15	15.0
15.5	15.0
16	15.0
16.5	16.0
17	16.0
17.5	16.0
18	17.0
18.5	17.0
19	17.0
19.5	17.5
20	18.0
20.5	18.0
21	18.0
21.5	19.0
23	20.0
24	21.0
25	22.0
26+	23.0

APPENDIX E
MEMORANDUM OF UNDERSTANDING

During the negotiations between the above named parties that led to the adoption of a collective bargaining agreement for the period July 1, 1992 through June 30, 1993 adjustments in the format of the salary schedule were made. Prior to the current agreement between the parties half-step placement ended when the employee reached the top step on the schedule in effect.

Since the compaction of the salary schedule as of July 1, 1987 this has been at Step 13. Under bi-lateral agreement, salary levels above Step 13 were neither construed as nor treated as traditional steps.

In order to be consistent the parties, hereby agree to maintain the past practice and carry half step placement forward in the new agreement and extend those half steps to the top step.

Therefore, it is hereby agreed that all employees covered by this agreement who were at Step 12.5 or a lesser half step during the 1991 - 1992 school year will continue to receive half-step placement and compensation through Step 19. In addition those prospective employees hired for the duration of this agreement and successor agreements, shall also be governed by these provisions for half-step movement.

This understanding is not retroactive and does not extend this right to any member of the collective bargaining unit not specifically identified herein.

Date: 3/3/93

APPENDIX F

For the period July 1, 2002 to June 30, 2004, a unit member who notifies the district of his/her intention to resign for the purpose of retirement by February 1 of the year of retirement, may, in lieu of Article XXII, Section 8, elect the following provisions of the 1998-2002 Agreement as are applicable. This appendix sunsets on June 30, 2004.

1. Unused Sick Leave Retirement Benefit

Effective July 1, 1999, unit members will receive \$80.00 per day, up to a maximum of 100 days, for each day of accumulated sick leave as of the completion of the last year of service provided that the unit member:

- a. Submits a letter of resignation for the purpose of retirement no later than February 1 of the last year of service, and
- b. Has completed no less than twelve (12) years of District service by the end of the last year of service.
- c. Cash payment may, at the District's option, be deferred until September of the school year following retirement.

2. Health Insurance Option

Effective January 31, 1999, a health insurance option will be made available for teachers who were members of the health insurance program for at least one full school year prior to retirement and who wish to continue to participate in the health insurance program after they retire.

Teachers who elect this option would receive \$30,000 and would agree to pay 50% of any increase to the health insurance costs after they retire. This 50% would apply to any changes in coverage from individual to two person or family or if they drop the coverage in their name and assume coverage under a spouse who had coverage by the District. Notification to the District of retirement would be by February 1 of the year in which the teacher plans to retire. The District would have the option of paying the \$30,000 no later than December 31 in the school year following the teachers retirement.

3. Special Increment (Article 32, Section 20)

- a. A bargaining unit member who is at least 55 years of age and who has completed at least 10 years of service in Guilderland shall be eligible to receive a one time special increment upon written request. Written notice shall be given to the Superintendent no later than February 1st of the last school year of service which shall also be the school year the unit member reaches the age of 55 and has completed at least ten years of service in Guilderland and the application shall take the form of a letter of resignation with the intent of retirement and will include the date of termination.
- b. The one time special increment shall consist of \$190 for each credited year of service to the profession and \$100 per day of unused sick leave to a maximum of 100 days.
- c. It is understood that application for the special increment will take the form of a letter of resignation with the intent of retirement and will include the date of termination.

- d. Effective January 31, 1999, the special increment will be made available to all members of the bargaining unit who have at least ten years of service in Guilderland and at least 55 years of age.
- e. **After June 30, 1999**, in order for the eligible employee to receive the special increment benefit, s/he must exercise the option during the first eligible year only. That is, effective July 1, 1999, all employees who reach age 55 years and have at least 10 years of service in Guilderland and are eligible to retire without penalty as determined by the NYSTRS or the NYSERS must exercise their option that year only in order to receive the benefit. During the 1999-00, 2000-01 or the 2001-02 school year those employees who reach age 55 and have at least 10 years of service in Guilderland and are eligible to retire without a penalty must exercise their option that year only in order to receive the benefit. The exception to the above would be when an employee, although having reached the age of 55, has not completed at least 10 years of service in Guilderland and is eligible to retire without penalty; in that case, the only eligible year for the benefit will be that year in which 10 years of Guilderland service is reached.
- f. The District reserves the right to grant the special increment, upon application, to an employee who plans to terminate his/her services at the conclusion of the school year in which the employee reached the age of 54 and has completed at least 10 years of service in Guilderland and is eligible to retire without penalty.
- g. **Termination of service or beginning of retirement status must occur on the semester completion date (June or January) of the last year of employment.**
- h. Payment made to an employee as a result of implementing the special increment will be prorated equally in his/her final "school year" of employment such as September - June or one lump sum payment in June.